City Hall 80 Broad Street February 14, 2017 4:30 p.m.

COMMITTEE ON WAYS AND MEANS

- 1. Invocation Councilmember Waring
- 2. Approval of Minutes:
 - a.) January 24, 2017
- 3. Bids and Purchases
- 4. Parks: Approval to submit the 2017 Cigarette Litter Prevention Program Grant through Keep America Beautiful in the amount of \$5,000. Program funds will go towards cigarette litter education efforts and receptacle installation at Charleston marinas. The grant application submission is due on February 15, 2017. No City match is required for this grant.
- 5. Office of Cultural Affairs: Approval to submit a grant application to the SC Arts Commission for General Operating Support. Funds will be awarded based on the availability of funding from the State. The match is 3:1 and is over a period of three years. The matching funds will be provided by private donations and earned revenues.
- 6. Mayor's Office for Children Youth & Families: Approval of a grant award from the Cooper River Bridge Run Fund in the amount of \$500 for the Youth Volunteer Corps to plan and hold a Teen Health Summit. No cash match is required.
- 7. Parks-Capital Projects: Approval of a grant application for the Governors Park Underdrain Expansion from 2017 Park and Recreation Development (PARD) funding. This funding would be used to expand the existing underdrain system at the perimeter of the Great Lawn area and improve the overall function and use of the fields. This grant provides a maximum of 80% of the cost of a project, with the remaining 20% minimum to be provided as matching funds. The grant funding requested is \$20,000, and the proposed match would be up to \$5,000. Total project funding is estimated to be \$67,600. Funding will be available by June, 2017. Berkeley County did not solicit an application from the City of Charleston, but has agreed to accept an application at this time. In order to have this application considered at the next Legislative Delegation meeting, it has been submitted and will be an after-the-fact request at Council. There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to SCPRT. However, the fiscal impact will occur if the grant application is approved for award. A funding source will be determined at the time of the grant award.

- 8. Parks-Capital Projects: Approval of a grant application for 2017 Park and Recreation Development (PARD) funding. This funding would be used to construct a new playground at Lenevar Park, with the existing equipment removed upon completion. Scope of work includes site preparation, purchase and installation of new playground equipment, purchase and installation of safety surfacing, and related site improvements. This grant provides 80% of the cost of a project, with the remaining 20% to be provided as matching funds. The grant funding available is \$55,055.31 (per capita distribution administered by Charleston County Park & Recreation Commission), requiring a \$13,763.83 match (source TBD). Total project funding is \$68,819.14. Funding will be available by June, 2017. The grant announcement was later than usual due to a delay related to the determination of total available funding, and was not mailed out until Applications were due to CC PRC by 1/12/17 in order to meet the Legislative Delegation agenda deadline. This is an after-the-fact request. There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to SCPRT. However, the fiscal impact will occur if the grant application is approved for award. A funding source will be determined at the time of the grant award.
- 9. Traffic and Transportation: Approval of a Maintenance Agreement and Contract between the South Carolina Department of Transportation, Charleston County, and the City of Charleston for the Maybank Highway Widening Project. The City agrees to be responsible for routine maintenance of nonstandard improvements to the Project's sidewalks and traffic signals, and for care and monitoring of historic trees in the Project's corridor.
- 10. Police Department: Approve an Amendment to renew an Agreement wherein Charleston Dorchester Mental Health Center ("CDMHC") and Charleston Police Department ("CPD") will assign a full time mental health professional to CPD to provide mental health services to children and families who have been effected by or witnessed domestic violence. The City will pay \$20,000 annually and provide office space at 180 Lockwood Blvd. and a vehicle for the CDMHC counselor. This is the first renewal of a potential four renewals provided in the original agreement. The original agreement provided for \$10,000 annually. This amendment increases the annual amount to \$20,000.
- 11. Police Department: Approval of an Amendment to the Agreement between Bayside Apartments, L.P. D/B/A Bridgeview Village Apartments and CPD which provides Bayside Apartments, L.P. compensate the City for CPD providing patrol services and a liaison officer.
- 12. Police Department: Approval of a Mutual Aid Agreement with the City of North Charleston Police Department. The mutual aid agreement statute was amended in June, 2016. New agreements have been drafted to ensure compliance with the amended statute. The new agreements are replacing the old agreements.
- 13. Police Department: Approval of an Amendment to the Agreement between Charleston Housing Authority and CPD which provides the Charleston Housing Authority

compensate the City for CPD providing Police services to CHA properties.

- 14. The Committee on Real Estate: (Meeting was held February 14, 2017 at 4:00 p.m. at City Hall, 80 Broad Street)
 - a. Request approval of the Second Lease Addendum to extend the term of the lease to February 28, 2022, for the City's parking facilities operations center. The monthly rental rate will be \$1,343.92. This property is owned by the City of Charleston. [TMS: Portion of 460-16-04-008; 401 C King Street, a portion of the Retail/Office area within the Francis Marion Garage leased to Member, Inc. (Master Lease)]
 - b. Request approval of the Quit Claim Deed to confirm that the rear or eastern boundary line of the 83 Mary Street property is as shown on the 2014 Forsberg 83 Mary Plat and that the City wishes to quit claim all of its rights, title and interest in the property. This property is owned by 83 Mary, LLC (TMS: 460-12-02-024; 83 Mary Street) [Ordinance]
 - c. Request approval for the Second Amendment to Lease exercising the City's one year option period with Charles River Laboratories, Inc. for the police forensics unit commencing April 1, 2017 until March 31, 2018. The property is owned by Charles River Laboratories, Inc. (TMS: 351-15-00-007; 1023 Wappoo Road)
 - d. Request approval of the Memorandum of Understanding to exercise the City's one year option period with The Medical University Hospital Authority for the police crime lab commencing June 1, 2017 and ending May 31, 2018. The property is owned by Medical University Hospital Authority. (TMS: 460-15-01-043; 171 Ashley Avenue)

3a.)

COMMITTEE / COUNCIL AGENDA

TO:	John J. Tecklenburg, Mayor		
FROM:	Wes Ratterree	DEPT.	Information Technology
SUBJECT:	UNITRENDS RECOVERY AND BACK	UP APPLIANC	E
REQUEST:	APPROVAL TO PURCHASE UNITREND	S RECOVERY	AND BACKUP APPLIANCE TO
	PROVIDE BACKUP, RECOVERY AND	ARCHIVING F	OR CRITICAL SYSTEMS.
COMMITTEE	EOF COUNCIL: Ways & Mea	ns DAT	E:February 14, 2017
COORDINA	TION: This request has been coordinate	ed with: <i>(attach</i>	all recommendations/reviews)
Informati Procuren	on Technology x	hature of Indivi	dual Contacted Attachment X X
<u>FUNDING:</u>	Was funding previously approved?	Yes x	No N/A
If yes, prov	vide the following: Dept./Div.:		Account #: 161000-58020
Balance in	Account \$393,185.00 Amount	needed for this	item \$155,719.20
Does this	document need to be recorded at the	RMC's Office	e? Yes No x
expanded sto	is purchase provides a technology solu orage for backing up, archiving and reco ase and file storage systems. Quotes fi	overing data fro	om critical City systems including
CFO's Signa	iture: <u>Imy Whand</u>	<u> </u>	· · · · · · · · · · · · · · · · · · ·
FISCAL IMP.	ACT:		
Mayor's Sigi		n J. Tecklenb	urg, Mayor

TEAM S

City of Charleston

Unitrends Upgrade 1 Quote11082016

Price
Description
Descript
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Above Prices are good through 2/28/2017. Today's date is: 2/2/2017

Payment terms will be Net 20 Days.

Hardware, Software and Maintenance to be invoiced and payable upon delivery. Partial shipments and invoices may occur.

Subject to continuing credit approval.

ordering Hardware. Additionally, financee will sign and return original Certificate of Acceptance upon delivery of hardware. Finance purchases require all finance execution documents be signed and returned to finance company prior to Team IA

Freight is not included in above prices and will be charged to purchaser after delivery.

All purchase orders are to be deemed non-cancelable/non-returnable unless authorized by Team IA in writing. Standard Manufacturer's warranty applies. Pricing and availability subject to change without notice.

8.5% Sales Tax Rate Applied

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED TO THIRD PARTY. MUST BE STORED IN LOCKED FILES WHEN NOT IN USE.

P.O. Box 1643 Lexington, SC 29071-1643 (803) 356-7676 fax (803) 356-4942



Pricing Proposal

Quotation #: 12921447 Created On: Feb-03-2017 Valid Until: Mar-05-2017

City of Charleston SC

Account Representative

Mark Heffron

Phone: (843) 724-3730

Fax

rax.

Email: HEFFRONM@charleston-sc.gov

Ryan Shomers

290 Davidson Avenue Somerset, NJ 08873 Phone: 800-715-3197

Fax: 732-868-6055

Email: ryan_shomers@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	RECOVERY RC946S APPL W/ RAW CAP OF 180TB Unitrends Software - Part#: RS-946HDW-UNT	1	\$152,877.06	\$152,877.06
2	36MO PLAT 946S RNWL USD 47839 YR4 ONWARD Unitrends Software - Part#: RS-946SPL-UNT36	1	\$112,423.42	\$112,423.42
			Subtotal Shipping Total	\$265,300.48 \$497.50 \$265,797.98

Additional Comments

To process your order, you can e-mail your request to southeastteam@shi.com. You can also fax it to 732-868-6055. Please include a contact e-mail address on all orders, as this is required by most vendors.

For any additional pricing, order status, or customer service issues, please feel free to contact us 800-715-3197 and someone will be happy to assist you.

SHI Fed ID# 22-3009648

SHI is a Certified Minority (Asian-Pacific) Large Account Reseller, specializing in the sale and distribution of government priced software and hardware...including, but not limited to- Microsoft, Symantec, Adobe, Trend Micro, Citrix, Nuance, McAfee, LANDesk, Intel, Cisco, HP, IBM, VMware and more.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Southern Computer Warehouse

1395 S. Marietta Parkway Building 300 Marietta, Georgia 30067 United States http://www.scw.com (P) 877-GOTOSCW (F) 770.579.8937

(O) He de filler ((O) et 2) (1)

Date

Feb 03, 2017 10:54 AM EST

Doc

1654768 - rev 1 of 1

Description

Unitrends

SalesRep

Waters, Audrey (P) 877-468-6729

Customer Contact

Heffron, Mark HEFFRONM@charleston-sc.gov

Customer

City of Charleston SC (A12029) Heffron, Mark 823 Meeting St. Charleston, SC 29403 United States (P) 843-724-7312 (F) 843-724-7312

Bill To

City of Charleston SC Payable, Accounts PO Box 853 Charleston, SC 29402 United States

Ship To

City of Charleston SC PO#, REF 32 Ann St IT Dept Charleston, SC 29403 United States

Customer PO:

Special Instructions:

Terms: Undefined

Ship Via: GROUND

Carrier Account #:

	Planet offer	Para #	6159	Marke Hales	(Fig.)
1	UNITRENDS RECOVERY APPLIANCE RC946S RECOVERY RC946S APPL W/ RAW CAP OF 180TB	RS-946HDW-UNT	1	\$146,240.66	\$146,240.66
2	Unitrends Software - Unitrends License 36MO PLAT 946S RNWL USD 47839 YR4 ONWARD	RS-946SPL-UNT36	1	\$109,631.33	\$109,631.33

Subtotal: \$255,871.99 Tax (8,500%): \$21,749.12 Shipping: \$0.00

hipping: \$0.00 **Total:** \$277,621.11

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

3b,)

COMMITTEE / COUNCIL AGENDA

TO:	John J. Teckle	nburg, Mayor						
FROM:	Chief Gregory	Mullen	DEPT.	Police Department				
SUBJECT:	POLICE SEDAN (FORD INTERCEPTOR) PURCHASE							
REQUEST:	Approval to purchase 2 Ford Sedan Police Interceptors from Benson Ford							
	PO Box 649, Easi	ey, SC 29641 for FFY17	7 SCDPS Highy	way Safety Grant Program				
	SC Contract #440	00011590						
COMMITTEE	OF COUNCIL:	Ways & Means	DATE:	February 14, 2017				
COORDINA	TION: This reques	t has been coordinated v	with: (attach all	recommendations/reviews)				
Police Dep Procureme FUNDING:	Counsel Crite. Chair Cartment ent Director Was funding pre	viously approved? Yes		N/A				
Does this de	ocument need to l	be recorded at the RM	IC's Office?	Yes No				
NEED: Identify any critical time constraint(s).								
CFO's Signa	ture: <u>/ m</u>	4 Warm						
FISCAL IMP	ACT:	<i>'</i>	/					
Mayor's Sigi	nature:	ALA DIM John J	. Tecklenburg	, Mayor				

DISTRIBUTION - WHITE & YELLOW - PURCHASING PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS

BENION FORD PO BOX 649

EASCEY, SC 29641

[] Disadvantaged Bus. [] Woman Bus. P.O.C. PETE DAULEY 864-901-4173

STATE CONTRACT: 44 00011590



No.	PR	131	97	6

(NOT FOR USE AS A PO. NO)
DATE OF REQUISITION 12/12/16

PURCHASE ORDER NO.

DATE OF PURCHASE ORDER_

SHIP TO:

CHARLESTAN POLICE DEPT 180 LOCALIDO BLUD. CHARCESTAN, SC 29403

ATTAL: SWIT NEWBINE __843-509-2414

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							TOTAL	47,284

ORIGINAL

APPROPRIATION APPROVAL

Rob Malpass, Procurement Manager Phone: (803) 737-5769 Email: remalpass@mmo.sc.gov Materials Management Office 1201 Main Street, Suite 600 Columbia, South Carolina 29201 Section: V

Date: 11/1/2016

Page: 7

<u>LE-6: Law Enforcement Sedan - Full Size, All-Wheel Drive, Flex</u> Fuel

Contract Number: 4400011590 Contractor: Benson Ford

Initial Contract Term: 11/1/2015 - 10/31/2016 Address: PO Box 649, Easley, SC 29641

<u>Contract Rollover Dates:</u> 11/1/2016 - 10/31/2017 <u>Vendor #: 7000216941</u>

Order Cuttoff Date: TBD Contact: Pete Dawley

Model: Ford Sedan Police Interceptor -

P2M

Email: group3race@aol.com

<u>Commodity Code:</u> 07156 <u>Telephone:</u> **864-901-4773**

<u>Delivery Days ARO:</u> 60-90 <u>Fax:</u> **864-850-6431**

BASE PRICE \$24,321.00

Optional Additions

Intentionally Left Blank

Optional Deductions

All-Wheel Drive Package (Changes to Front-Wheel Drive) \$900.00
Police Interior Package \$302.00

Satellite Rado, Navigation, OnStar Type Equip Factory Standard
Seating Material Front (Cloth to Vinyl) Factory Standard

Seating Material Rear (Cloth to Vinyl) \$283.00

*Cloth Standard

Spotlight, Driver Side \$166.00

Return to Index

^{*}Click on the link above for an itemized listing of items included in the base price.

COMMITTEE / COUNCIL AGENDA

3c.)

TO:	John J. Teckle	enburg, Mayor					
FROM:	Chief Gregory	/ Mullen	DEPT.	Police Department			
SUBJECT:	2017 FORD INTERCEPTOR UTILITY VEHICLES						
REQUEST:	Approval to p	ourchase four (4) ea	ach 2017 Fore	d Interceptor Utility			
	Vehicles from	Vic Bailey Ford, Po	O Box 3568, S	Spartanburg, SC 29304.			
	State Contrac	t #4400011999					
COMMITTEE	OF COUNCIL:	Ways & Means	DATE:	February 14, 2017			
COORDINA	FION: This reque	st has been coordinated	with: <i>(attach all r</i>	ecommendations/reviews)			
Cap. Proj.	Yes N/A Signature of Individual Contacted Attachment Corporate Counsel						
If yes, provid	le the following:	Dept./Div.:	Ac	ccount #: 58010			
Balance in A	ccount	Amount need	led for this item	\$110,312.00			
Does this document need to be recorded at the RMC's Office? Yes No NEED: Identify any critical time constraint(s).							
CFO's Signature:							
Mayor's Signature: John J. Tecklenburg, Mayor							

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SUGGESTED SUPPLIERS

VIC BAILEY FORD PO BOX 3568 SPARTANBURG SC 29304

[] Disadvantaged Bus. [] Woman Bus.

P.O.C. DAVID VETTER 864-585-3600

SINTE CONTRACT: 4400011999



No.	PR	99	029	
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PURCHASE ORDER NO.

DATE OF PURCHASE ORDER_____

SHIP TO:

CHAPLESTON POLICE DEPT 180 LOCKLIED BLID CHAPLESTON SC 29403 ATTN: SCOTT NEWSWAE _ 843-509-2414

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S SeculisiTIONER/TITLE

AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

TOTAL

Rob Malpass, Procurement Manager Phone: (803) 737-5769 Email: remalpass@mmo.sc.gov

Materials Management Office 1201 Main Street, Suite 600 Columbia, South Carolina 29201

Section: V Page: 8 Date: 11/1/2016

<u>LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive</u>

Contract Number:	4400011999	Contractor:	Vic Bailev Ford

Initial Contract Term: 12/14/2015 - 10/31/2016 Address: PO Box 3568, Spartanburg, SC 29304

<u>Contract Rollover Dates:</u> 11/1/2016 - 10/31/2017 <u>Vendor #:</u> 7000079092

Order Cuttoff Date: TBD Contact: David Vetter

Model: Ford Police Interceptor SUV Email: dvetter@vicbaileyauto.com

<u>Commodity Code:</u> 07156 <u>Telephone:</u> **864-585-3600**

<u>Delivery Days ARO:</u> 90 Fax: 864-594-6802

BASE PRICE **\$26,843.00**

Optional Additions

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Optional Deductions

Satellite Radio, Navigation, OnStar Type Equip

Seating Material Front (Cloth to Vinyl)

Not Available

*Cloth Standard

Seating Material Back (Cloth to Vinyl) \$184.00

*Cloth Standard

Return to Index

^{*}Click on the link above for an itemized listing of items included in the base price.

COMMITTEE / COUNCIL AGENDA

3d.)

TO:	John J. Teckle	nburg, Mayor							
FROM:	Chief Gregory	Mullen	DEPT.	Police Department					
SUBJECT:	2017 FORD INTERCEPTOR SEDAN VEHICLES								
REQUEST:	Approval to purchase twenty-five (25) each 2017 Ford Interceptor								
	Sedan vehicle	Sedan vehicles from Benson Ford, PO Box 649, Easley, SC 29641.							
	State Contrac	#4400011590							
COMMITTEE	OF COUNCIL:	Ways & Means	DATE:	February 14, 2017					
COORDINA	TION: This reques	t has been coordinated	with: <i>(attach all re</i>	ecommendations/reviews)					
Police Dep Procureme FUNDING:	Counsel Cmte. Chair cartment ent Director	Yes N/A Signat X	استجستا است	Contacted Attachment N/A count #: 58010					
Balance in A	•		ded for this item	\$591,075.00					
	Does this document need to be recorded at the RMC's Office? Yes No NEED: Identify any critical time constraint(s).								
CFO's Signature:									
Mayor's Sig	nature:	ALA Jung	J Tecklenburg,	Mayor					

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WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS

EASLEY SC 2964, [] Disadvantaged Bus. [] Woman Bus.

P.O.C. PETE DAWLEY 864-901-4773 STATE CONTRACT: 4400011590



	No.	PR	131977 20117	
	(NOT FOR U	SE AS A	P.O.NO.)/1-7	
DATE OF	REQUISITION_	_//-	2011	
		7		

PURCHASE ORDER NO. _

DATE OF PURCHASE ORDER_

SHIP TO:

CHARLESTON POLICE DEPT 180 LOCKWOOD BLUD. CHALLESTON, SC 29403 APM: SCOTT NEWSOME 843-509-2414

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					STATE TAX	7500
					TOTAL	591075

AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

Rob Malpass, Procurement Manager Phone: (803) 737-5769 Email: remalpass@mmo.sc.gov

Materials Management Office 1201 Main Street, Suite 600 Columbia, South Carolina 29201

Section: V

Date: 11/1/2016

Page: 7

LE-6: Law Enforcement Sedan - Full Size, All-Wheel Drive, Flex Fuel

<u>Contract Number:</u> 4400011590 <u>Contractor:</u> Benson Ford

Initial Contract Term: 11/1/2015 - 10/31/2016 Address: PO Box 649, Easley, SC 29641

<u>Contract Rollover Dates:</u> 11/1/2016 - 10/31/2017 <u>Vendor #:</u> 7000216941

Order Cuttoff Date: TBD Contact: Pete Dawley

Model: Ford Sedan Police Interceptor -

P2M

Email: group3race@aol.com

<u>Commodity Code:</u> 07156 <u>Telephone:</u> **864-901-4773**

<u>Delivery Days ARO:</u> 60-90 <u>Fax:</u> **864-850-6431**

BASE PRICE **\$24,321.00**

Optional Additions

Intentionally Left Blank

Optional Deductions

All-Wheel Drive Package (Changes to Front-Wheel Drive) \$900.00 Police Interior Package \$302.00

Satellite Rado, Navigation, OnStar Type Equip Factory Standard
Seating Material Front (Cloth to Vinyl) Factory Standard

Seating Material Rear (Cloth to Vinyl) \$283.00

*Cloth Standard

Spotlight, Driver Side \$166.00

Return to Index

^{*}Click on the link above for an itemized listing of items included in the base price.

COMMITTEE / COUNCIL AGENDA

3e.)

TO:	John J. Teckle	nburg, Mayor					
FROM:	Chief Gregory	Mullen	DEPT.	Police Department			
SUBJECT:	2017 FORD INTERCEPTOR UTILITY VEHICLES						
REQUEST:	Approval to purchase two (2) each 2017 Ford Interceptor Utility						
	Vehicles from	Vic Bailey Ford, P	O Box 3568	, Spartanburg, SC 29304.			
	State Contract	#4400011999					
COMMITTEE	OF COUNCIL:	Ways & Mean	DATE:	February 14, 2017			
COORDINA	TION: This request	has been coordinated	with: (attach al	l recommendations/reviews)			
Cap. Proj.	Corporate Counsel Cap. Proj. Cmte. Chair Police Department Trocurement Director Yes N/A Signature of Individual Contacted Attachment Cap. Proj. Cmte. Chair						
If yes, provid	de the following:	Dept./Div.:		Account #: 58010			
Balance in A	Account	Amount need	ded for this iter	m \$56,750.00			
Does this document need to be recorded at the RMC's Office? Yes No NEED: Identify any critical time constraint(s).							
CFO's Signature:							
Mayor's Sig	Mayor's Signature: ### A Tull John J/ Tecklenburg, Mayor						

DISTRIBUTION - WHITE & YELLOW - PURCHASING PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS

VIC BAILEY FORD
PO BOX 3568

SPARTAMBURG SC 29304

[] Disadvantaged Bus. [] Woman Bus.

P.D.C. DAVID VETTER-864-585-3600

STATE CONTRACT: 4400011999



No. PR 99127
(NOT FOR USE AS A P.O.NO.)
DATE OF REQUISITION //30/17

PURCHASE ORDER NO.

DATE OF PURCHASE ORDER_

SHIP TO:

CHARLESON POLICE DEPT 180 LOCKEWOOD BLUD CHARLESTON 6C 29403 ATTN: 5COTT NEWSONE 843-509-2414

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AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

Rob Malpass, Procurement Manager Phone: (803) 737-5769 Email: remalpass@mmo.sc.gov

Materials Management Office 1201 Main Street, Suite 600 Columbia, South Carolina 29201 Section: V

Date: 11/1/2016

Page: 8

<u>LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive</u>

<u>Contract Number:</u> 4400011999 <u>Contractor:</u> Vic Bailey Ford

Initial Contract Term: 12/14/2015 - 10/31/2016 Address: PO Box 3568, Spartanburg, SC 29304

<u>Contract Rollover Dates:</u> 11/1/2016 - 10/31/2017 <u>Vendor #:</u> 7000079092

Order Cuttoff Date: TBD Contact: David Vetter

Model: Ford Police Interceptor SUV Email: dvetter@vicbaileyauto.com

<u>Commodity Code:</u> 07156 <u>Telephone:</u> **864-585-3600**

<u>Delivery Days ARO:</u> 90 <u>Fax:</u> **864-594-6802**

BASE PRICE **\$26,843.00**

Optional Additions

Intentionally Left Blank

Optional Deductions

Satellite Radio, Navigation, OnStar Type Equip

Seating Material Front (Cloth to Vinyl)

*Cloth Standard

Not Available

Seating Material Back (Cloth to Vinyl) \$184.00

*Cloth Standard

Return to Index

^{*}Click on the link above for an itemized listing of items included in the base price.

COMMITTEE / COUNCIL AGENDA

4.)

TO:	John J. Teck	lenburg, Mayor							
FROM:	Amy Wharton		DEPT.	BFRC					
SUBJECT:	Cigarette Litter	Prevention Program Gra	nt via Kee	p America Beautif	ul				
REQUEST:		submission of the 2017							
		through Keep America Beautiful in the amount of \$5,000. Program funds will go towards							
		education efforts and rece							
COMMITTEE	OF COUNCIL:	Ways and Means	DAT						
<u>COORDINAT</u>	TION: This reque	est has been coordinated w	ith: <i>(attach</i>	all recommendation	ons/reviews)				
Corporate Cap. Proj. Departmen Grants Ma	Cmte. Chair at of Parks	Yes N/A Signatu		idual Contacted	Attachment				
FUNDING:	Was funding pr	eviously approved? Yes	N	o X N/A					
If yes, provid	e the following:	Dept./Div.:		Account #:					
Balance in A	ccount	Amount neede	d for this i	tem					
	ocument need to	be recorded at the RMC	C's Office	? Yes	No X				
		n due on February 15th,	2017.						
CFO's Signa <i>FISCAL IMPA</i>		y Wharm			GA di Protificación de recirca de la conferencia especia espec				
No City ma	atch is required fo	r this grant.							
Mayor's Sign	ature:	ALA Tull	Teckleribi	urg. Mayor					

2017 Cigarette Litter Prevention Program Grant Application

1. Applicant Contact Information

Your Name: Jamie Gillette

Affiliate/Organization: Keep Charleston Beautiful

Title: Program Director

Address: 823 Meeting Street

City: Charleston

State: SC

Zip: 29403

Email: gillettej@charleston-sc.gov

Phone: 843-579-7501

*2. Affiliate/Organization Contact Information

Affiliate/Organization: Keep Charleston Beautiful

Mailing Address: 823 Meeting Street

City: Charleston

State: SC

Zip: 29403

Email: gillettej@charleston-sc.gov

Phone: 843-579-7501

Website: keepcharlestonbeautiful.org

*3. What is your affiliate/organization's tax ID #?

57-6000-226

*4. Type of organization:

KAB Affiliate (in Good Standing)

*5. Which grant amount are you applying for?

\$2,500

\$5,000

\$10,000

\$20,000

*6. Please identify the primary location for this grant.

Marinas within the City of Charleston

*7. Is this your first time implementing the Cigarette Litter Prevention Program?

No

*8. Is there a current or pending outdoor public area smoking ban in your community?

Yes

*9. If your community has a current or pending outdoor public area smoking ban, please provide more information.

Our local hospital, medical university, and college campus have smoking bans on certain streets and sidewalks near their institutions. The City of Charleston has a ban on smoking in front of public doors where smoke can reasonably be assumed to enter a building.

*10. The first step in planning an effective Cigarette Litter Prevention Program is to engage a task force, or team of stakeholders who share the goal of reducing local cigarette butt and cigar tip litter. Enlist individuals from the public, private and civic sectors, including government, business and residents. Collaborators and partners from a cross-section of the community will ensure greater program impact. Describe the members of your CLPP task force. (200 word limit)

Our task force is formed from individuals and organizations within the public, private and civic sectors, including government, businesses, and residents. Charleston Waterkeeper is a local nonprofit dedicated to protecting the quality of our waterways. Waterkeeper and their Ambassadors will help with the implementation, education, and outreach of our Cigarette Litter Prevention Program. The managers and employees of the marinas will implement and maintain the cigarette ash receptacles. Marina staff will also enforce littering regulations within the marinas. Marina managers and employees will be disturbing ashtrays and educational material to the boaters. Boaters will be part of our task force, as they will be the ones using the receptacles and portable ashtrays. College of Charleston's student body will assist in performing the cigarette butt scans and measuring the program's impact. Keep Charleston Beautiful's board members and volunteers will perform clean ups around the marina and transition areas to provide data and awareness, while protecting our waterways. The City of Charleston's Park and

Recreation Department will provide outreach, awareness, and education to the residents of Charleston. Code Enforcement officers will ensure residents are obeying litter ordinances.

*11. Do your local litter ordinances or codes specifically identify cigarette butts as litter?

No

*12. Please provide a brief (1 to 2 sentences) description of your project:

Given the City of Charleston's proximity and multifaceted connection to our aquatic environment, Keep Charleston Beautiful (KCB) is focusing its Cigarette Litter Prevention Program on areas of aquatic recreation, like marinas and boat landings, in hopes of reducing cigarette litter and educating citizens utilizing these public spaces. Through a community partnership with Charleston Waterkeepers, Keep Charleston Beautiful's CLPP will expand cigarette butt reduction efforts currently in place at local marinas, by equipping marinas with cigarette butt receptacles, providing boaters and community members with portable ashtrays, and disseminating educational material to decrease cigarette litter and marine debris.

*13. Describe your plans for a public education campaign. Please be specific. (limit 200 words)

With Charleston being a coastal city, KCB will focus our education efforts on how harmful cigarette litter can be to our waterways and marine wildlife. Social media outreach will be a large focus of our public education campaign. Through social media and newsletters outreach efforts, recruited volunteers will conduct cigarette litter cleanups around marinas, parks, and other transition points where cigarette litter is prevalent. KCB also plans on doing a social media "competition" based on cigarette litter cleanups and prevention to increase community involvement/awareness. Signage, posters, brochures and other educational material will be utilized to educate our target population (boaters and fisherman), and portable ashtrays for boats and watercrafts will act as an additional takeaway educational opportunity. We found great popularity with bumper stickers during our previous CLPP, "Our City is Not Your Ashtray" campaign. With our new campaign focusing on cigarette litter as marine debris in our waterways, we would like to create a new bumper sticker to make the general population of Charleston aware of this specific litter issue.

*14. Describe your plans for ash receptacle selection and purchase, installation, and maintenance. Include the brand, model, and cost of the ash receptacles you're considering (limit 100 words). Please allow sufficient time to get the ash receptacle model and installation locations approved. A commitment to receptacle maintenance/emptying should be in place before installation. Ideally, for most programs, ash receptacles should be installed before June 1, 2017.

Ash receptacles and signage will be placed at compliant marinas. Receptacles will be installed, emptied, and maintained by the staff at each marina. We will purchase Aarco Satin Wall Mounted Cigarette / Ash Receptacles (model number 116SS15W). Each unit costs \$38.49.

*15. Describe your plans for portable ashtray distribution. (limit 100 words)

Marina management will be responsible for encouraging boaters who smoke, or who know smokers, to take portable ashtrays for use on their boats. In addition, Keep Charleston Beautiful will have tabling/educational events periodically at the marinas to disseminate these items to the community. Keep Charleston Beautiful and our community partners Charleston Waterkeepers, frequently host tables at education and informational events throughout the community. We will utilize these forums as another means to disseminate portable ashtrays to the public. Portable ashtrays will include educational information about cigarette litter and its prevention.

*16. Are you interested in participating in a cigarette butt recycling program?

Yes

*17. The CLPP grant includes 600 ashtrays. You may request a combination of pocket and/or portable auto (cup holder style) ashtrays. Indicate your preference:

The total number of pocket and portable auto ashtrays requested must equal 600 or less.

Number of pocket ashtrays: 0

Number of portable auto ashtrays: 600

*18. Spend a minimum of 50% of the grant on the purchase of ash receptacles (not pocket/portable ashtrays). Invoice copies may be requested. (INITIAL HERE)

JG

st19. No one under the age of 18 being involved in the program in any capacity. (INITIAL HERE)

JG

*20. Establish a Task Force: Communities receiving grants will establish a diverse Task Force to execute the local cigarette litter prevention program. This CLPP team of stakeholders or task force will represent businesses, government, residents, code enforcement, media, and other organizations with a stake in this community program. No one under the age of 18 will be involved in the program. (INITIAL HERE)

- *21. Implement Four Strategies: Communities receiving grants will implement the four proven strategies for reducing cigarette butt litter as part of their local cigarette litter prevention program:
- a. Review Litter Laws and Ordinances for reference to cigarette butt litter. Support enforcement of the ordinances and appropriate fines.
- b. Raise Public Awareness that a cigarette butt on the ground is litter too. Use the current PSA's and other online program resources to reach target audiences with this message through a variety of media. 20-30% of the grant should be spent on messaging and signage.
- c. Place Ash Receptacles at "transition points" in the program area to support proper disposal of cigarette butts. Ash receptacles are the largest budget item and key to program sustainability: at least 50% of the grant should be spent on ash receptacles (not pocket ashtrays), and invoice copies may be requested. KAB strongly recommends that questions on the selection, purchase, installation, and maintenance of ash receptacles be resolved as early as possible.
- d. Distribute Portable Auto and/or Pocket Ashtrays to adult smokers. These ashtrays give adult smokers a way to properly dispose of cigarette butts. (If preparing ROI, MSRP = \$3 each)

JG

*22. Conduct Two Cigarette Litter Scans in 2017: Communities receiving grants will conduct and report at least two Cigarette Litter Scans in 2017: a preliminary scan prior to program launch, and a follow-up scan a minimum of ten weeks after the installation of ash receptacles.

Scans include both cigarette butts AND cigar tips. Please make sure you're using the current scan document at www.PreventCigaretteLitter.org, in the Resources section. Please record the counts for littered cigarette butts and cigar tips separately. Thank you.

Review scan methodology and download the NEW scan document online at www.PreventCigaretteLitter.org, in the Resources section.

The scan data must be submitted on the final report no later than October 12, 2017.

JG

- *23. Report Results: Grant-funded communities will report their local program information online on or before October 12, 2017 to include:
- Program implementation summary including strategies, budget, community involvement and support.
- Data from the two Cigarette Litter Scans (one total for each preliminary and follow-up scan). Scans now include a count of cigarette butts and cigar tips, recorded separately.

- Information about ash receptacles purchased and installed: number, cost, make, and model, maintenance plan. Invoice copies may be requested.
- Plans for sustainability and expansion of the program.
JG
*24. Conduct and report a Sustainability Cigarette Litter Scan in 2018: This additional follow-up

*24. Conduct and report a Sustainability Cigarette Litter Scan in 2018: This additional follow-up scan will take place no earlier than six months after the first follow-up scan. This scan will also include cigarette butts and cigar tips. Please note, for special events the sustainability scan may not apply: we will provide you with more details when the grant is finalized.

Report the "sustainability" scan data for 2016 CLPP grants on or before May 1, 2018.

JG

*25. I have read and fully understand the above. By clicking the check box below I agree to the terms and conditions above and hereby apply for a 2017 CLPP grant.

l agree

COMMITTEE / COUNCIL AGENDA

TO:	John J. Tecklenburg, Mayor					
FROM:	Amy K. Wharton DEPT. BFRC					
SUBJECT:	OFFICE OF CULTURAL AFFAIRS SOUTH CAROLINA ARTS COMMISSION					
REQUEST:	To approve the submission of a grant application to The SC Arts					
	Commission for General Operating Support. Funds will be awarded					
	based on the availability of funding from the state.					
COMMITTEE	OF COUNCIL: W&M DATE: February 14, 2017					
COORDINA	TION: This request has been coordinated with: (attach all recommendations/reviews)					
Cap. Proj.	Yes N/A Signature of Individual Contacted Attachment Corporate Counsel Cap. Proj. Cmte. Chair Office of Cultural Affairs Grants Manager					
FUNDING:	Was funding previously approved? Yes No No N/A					
If yes, provid	le the following: Dept./Div.: Account #:					
Balance in A	Account Amount needed for this item					
Does this document need to be recorded at the RMC's Office? Yes No NEED: Identify any critical time constraint(s).						
CFO's Signature: FISCAL IMPACT: The match is 3:1 and is over a period of three years. The matching funds will be provided by private donations and earned revenues.						
Mayor's Signature: John J. Tecklenburg, Mayor						

Print: Certification: Certification and Submission #FY18 GOS00012



(http://scac.culturegrants.org/)

Operating Support

Dashboard - Operating Support FY18 General Operating Support Group 2 - FY18 GOS Application -

Application Contacts

Review your application before submitting to ensure completeness for the review panel

To save your work and return at a later time to finish, be sure to click "Save" or "Save & Continue" at the bottom of each page

To print your application at any time, click "Dashboard" in the navigation menu, then choose "My Data" and click the printer 😛 icon on the far right

Please note that auto-fill and copy and paste do not work properly with formatted fields, such as phone number.

Organization Name

Az it appears on your IRS letter. *

City of Charleston - Cultural Affairs

Federal Employer Identification Number (FEIN)

If your organization does not have its own federal tax-exempt status and is applying through a fiscal agent/receiver enter the fiscal agent/receiver's FEIN below and complete the Fiscal Agent/Receiver Information section further down on this page.

FEIN

57-6000226

DUNS

In accordance with federal government policy, the S.C. Arts Commission requires all organizations to include a valid DBNS number as part of their grant application. What's a DBNS number, and how do (get one? (http://www.southcarolinaarts.com/grants/duns.shtml)

Enter your DUNS below.

DUNS: •

0779907860000

Address 1 *

75 Calhoun Street

Address 2

Suite 3800

City*

Charleston

County: *

Charleston

Zip Code +4

To look up your zip +4 click here (https://tools.usps.com/go/Zipi.cokupActionlinput.sction) *

29401-3538

Phone '

843-724-7305

Fax

843-720-3967

Websita

sc-charleston.civicplus.com, http://www.piccolospoleto.com/, http://www.mojafestival.com/home/, http://citygalleryatwaterfrontpark.com/, http://charlestonarts.org/

Facebook

https://www.facebook.com/PiccoloSpoletoFestival/; https://www.facebook.com/PiccoloSpoletoFestiva

Twitter

https://twitter.com/piccolo_spoleto; https://twitter.com/mojafestiva Legislative Districts: Find your 9 digit zip code and your legislative districts here (http://www.scstatehouse.gov/legislatorssearch.php). State Senate District State House District 110 Congressional District Contact person for this application: Name of person to contact for questions or updates about this application. All correspondence regarding this grant will be addressed to this person. Salutation Mr. First Name * Scott Last Name * Watson Tide = Director Daytime Phone • 843-720-3885 Cell Phone 843-509-7352 Email* watsons@charleston-sc.gov Okey to distribute to SCAC partners * Yes Authorizing Official for this organization. The authorizing official is the person responsible for signing legal documents and entering into contractual agreements First Name * Amy Last Name * Wharton Title * Chief Financial Officer Daytime Phone Number * 843-579-7596 Email: * whartona@charleston-sc.gov

Fiscal Receiver Information

You must fill out this section if, you are applying for an SCAC grant and do NOT have Federal Tax Exempt status.

Fiscal Receiver's Legal Name:
DUNS In accordance with federal government policy, the S.C. Arts Commission requires all organizations to include a valid DUNS number as part of their grant application. What's a DUNS number, and how do I get one? (http://www.southcarolinaarts.com/grants/duns.shtml)
Enter your DUNS below.
Flacal Receiver's DUNS:
Address 1
Address 2
City
State
Zip
County:
Legislative Districts for Fiscal Receiver Find your 9 digit zip code and your legislative districts here (http://www.scstatehouse.gov/legislatorssearch.php).
State Senate Platrict
State House District
Congressional District
Contact person for Fiscal Receiver:
First Name
Last Namo
Titule
Daytime Phone Humber
Еплай:
Authorizing Official for the fiscal receiver. The authorizing official is the person responsible for signing legal documents and entering into contractual agreements
First Name
Last Heme
Title
Daylime Phone Number
Email:

Organization Profile

What is the legal status of your organization?

Government - Muncipal

Select one code from this list that most closely describes your organization: *

Government - Executive

Does the core mission of your organization focus on the arts? *

Yes

Select your organization's primary arts discipline: *

Multidisciplinary

Grantee Reco/Ethnicity (federal reporting requirement):

Selections (Racial composition that best represents your staff, board, and/or membership)

No Single group (Organizations only)

Mission Statement: *

OCA promotes and fosters excellence through artistic expression, enhancing the quality of life for Charleston's citizens regardless of economic, social, or physical considerations, and plays a catalytic role in producing and/or supporting programs that educate, inform, and inspire through a wide variety of cultural activities which celebrate creativity & diversity, contribute to the area's economic development and underscore Charleston's reputation as an international cultural destination.

Year your organization was founded: *

1977

Year mission statement was last revisited/revised: *

2016

Was your mission statement revisited or revised? *

Revisited

Demographics

Select the geographic area where the majority of your programs & services take place

City or County - an organization whose mission is to provide arts programs and services to a city, town or region contained within a single county. Most arts organizations are in this category.

Multi-County - an organization whose mission is to provide arts programs and services to a region consisting of more than one county

Statewide - an organization whose mission is specific and programs are intentional about providing arts programs and services for the entire state, as opposed to serving a specific city, county or region. If Statewide is selected this should be reflected in your mission statement. Most arts organizations are NOT statewide organizations.

Out of State an organization that is headquartered in South Carolina, but whose primary mission is to provide arts and services outside of the state of South Carolina

Geographic Area

County

Provide the following information on your service area (county information evallable at QuickFects (https://www.census.gov/quickfects/)).

Hots: This information must be completed and accurate. Failure to complete will result in a reduced rating.

If you serve a multi-county region, provide the following information on the county in which your organization is located:

List the Name of your Service	County	South Carolina (for comparison	4.
Area in the cell to the right	•	purposes)	2
Population, 2015 estimate.	389,262	4,896,146	
Papulation percent change, April	11 20%	5 9%	
1, 2010 to July 1, 2015:	-		
Persons under 18 years, percent	20 10%	72.3%	
2015	*		
Persona 65 & over, percent, 2015	14 90%	16 2%	

White alone, percent, 2015:	68 20%	6B 4%
Black or African American alone, percent, 2015:	28.10%	27 6%
American Indian or Alaskan Native, alone, percent, 2015:	0.40% 	0.5%
Aslan, alone, percent, 2015:	1 70%	1.6%
Native Hawailan and Other Pacific Islander, alone, percent,	0 10%	0.1%
Hispanic or Latino, percent, 2015	5.00%	5.5%
High School graduate or higher percent of persons age 25%,	11 89.20% ∀	85.0%
Bachelor's degree or higher percent of persons age 25~,	∵ 40.00% ∀	25.3%
Median household income, 2010-2014:	\$52,083 V	\$45,033
Persons in poverty, percent	16.80%	16.6%
Population per square mile, 2010.	382 30%	1539

Are there any special local features, characteristics, or conditions that have significant impact on the life of your community? If so, please describe:

The Charleston peninsula is picturesque, with a number of churches, stately homes and beautiful architecture. The peninsula also sits low, leaving the city vulnerable to frequent flooding during heavy rains, hurricanes and some high tides. Hurricanes can be a threat to the Charleston area during the summer and early fall.

Organizational Health: Introduction

An organization that receives a high score (30 points) on this section will

- 1. have governance, management, and staffing appropriate and sufficient to support the work of the organization. This is not meant to imply that management and staff must be paid protessionals. For some organizations, competent volunteers are appropriate and sufficient.
- 2, Invest in learning by board and staff
- 3. have practical, appropriate methods for well-informed planning and evaluation.
- 4. have sufficient income to support stable programming and access to cash to cover occasional shortfalls

Organizational Health: Board Members

Provide the following information about your organization's board members.

Board Members Table					
First Name	Last Name	Address/City/State/Zip	Email	Profession	Employer (if tellre previous profess)
John	Tecklenburg	80 Broad Street, Charleston, SC 29401	TecklenburgJ@charleston-sc.gov	Mayor	City of Charleston
F. Gary	White	P O Box 599, Charleston, SC 29402	WhiteG@charleston-sc gov	Bank Executive	Firat Chizens Ber
Rodney	Williams	1694 Wayah Drive, Charleston, SC 29414	WilliamsRod@charleston-sc.gov	Consultant	Owner, Williams (
James	Lewis, Jr	292 Sumter Street, Charleston, SC 29403	LewisJ@charleston-sc gov	Supermarket Management	Piggly Wiggly Car
Robert M.	Mitchell	728 King Street, Charleston, SC 29403	MitcheliRo@chaileston-sc.gov	HUD Approved Housing Counselor	United Way
Marvin D.	Wagner	2915 Amberhill Way, Charleston, C SC 29414	WagnerM@charleston-ec.gov	Accountant	M.C. Wagner, Inc.
William D.	Gregorie	17 Maranda Holmes Street, Charleston, SC 29403	GregorieWD@charleston-sc.gov	Former Director, U.S. Dept. of HUD, Columbia, SC Office	ಆ.S. Department
Perry K.	Waring	1847 Ashley River Road, Suite 100 Chaileston, SC 29407	WaringP@charleston-zc.gov	Financial Professional	Cadaret Grant & (
Michael S.	Seekings	29 Montagu Street, Charleston, SC 29401	SeekingsM@charleston-ac.gov	Attomey	Leath, Bouch & Si
A. Peter	Shehld, Jr	1861 West Battery Lane, Charleston, SC 29407	ShahidP@charleston-sc.gov	Attoiney	Shahld Law Offic
Dean C.	Riegel	2113 Virginia Oak Court, Charleston, SC 29414	RiegelD@charleston-sc-gov	Healthcare Professional	President/COO, A Occupational Hea
'William A.	Moody, Jr	300 Betay Road, Charleston, SC 29407	MoodyW@charleston-sc.gov	Senior Business Advisor	AMS, LLC
Kathleen G.	Wilson	692 Travers Court, Charleston SC 29412	WilsonK@charleston-sc gov	Principal Harpist	Charleston Symp

Do you need to list more board members?

After clicking Yes you will need to click on Save to bring up the additional table.

No

Board Members Table 2

first Name

Last Name

Address/City/State/Zip

Email

Profession

Employer (If cetics previous professi

Do you need to list more board members? After clicking Yes you will need to click on Save to bring up the additional table.

Organizational Health: Board

Select the best description of your board: •

Policy/Advisory (Sets organizational goals and policies, makes key policy decisions, delegates operational functions to others.)

Provide the following information for board terms:

How long is one board term? *

4 Years or more

How many consecutive terms may a board member serve? *

Unlimited

How many times does your full board meet each year (average or mandated number)? *

or More

Select all ways in which new members are brought onto the board:

Elected by voters (Public body)

If other selected, please describe

Select all specific requirements for individuals serving on your board: *

	Representation of specific geographic areas										
lf	If other selected, please describe:										
	Formal training by an outsid	members are prepared for their servi de source, Formal orientation b treats and training with full bo	y board and/or								
11	other selected, please describe:										
₩	What percentage of your board provided monetary contributions in the last completed flacal year? 0%										
lf	your organization provides specific board development opportunities, provide the following information for each type offered during the last three complated fiscal years:										
	Гуре	Number	Purpose or Topics								
R	ietsest										
т	Fraining Workshop	1	New Councilmembers are given								
E	External Conference		a formal								
5	Specialized Course										
0	Other Please specify in row below										
			Our Board is comprised of								
			elected officials. We work with								
	If you have standing committees	such as an exacutive committee or	finance committee, please provide the following information for each committee:								
	ommittee Table	there as dis exactling consisting or	minore committee, presee provide are renormly minorities and committee.								
	Committee Name:	Function.	Number Serving on Committee:								
	•	*									
	o you need to add Committees?										
A	Iter clicking Yes you will need to c	ilck on Save to bring up the additions	il table.								
	No	•									
C	ommittee Table 2										
	ommittee Table 2 Committee Name	Function	Number Serving on Committee:								
C			Number Serving on Committee:								
		Function	Number Serving on Committee:								

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Organizational Health: Advocacy

Provide the following information about your advocacy for the arts - what your organization has done during the fast completed fiscal year to promote public policy and/or funding that supports the arts.

What issues have you addressed? Select all that apply: *

Funding, Education, Fecilities, Legislation

if other selected, please specify

Whom did you contact (target groups or individuals)? Salect all that apply: *

Neighborhood Association, City Council, Mayor, County Council, Accommodations Tax Committee, School Board, State Representative(s), State Senator(s), Governor, US Congressman, US Senator

if other selected, please specify

Who in your organization made these contacts?

Select all that apply: *

Staff, Board members, Representatives of other community organizations, Political leaders

If other selected, plance specify

How/where was contact made?

Select all that apply: *

Mailing list, Letter, E-mail, Telephone call, Office visit, Public hearing, Social event, Arts event, Casual contact, Press conference, in Columbia, Locally

If other enlected, places specify

Specifically, how does your board participate in advocacy?

Our Board is in frequent, ongoing communication (via phone, email and in person) with elected officials and stakeholders in Charleston, Columbia and across the region. These advocacy efforts extend to key delegations serving at the federal level.

Organizational Health: Staff

Provide the following information about your organization's staff—the people who regularly work to provide your programs and services, whether they are paid or not. Ensembles such as choruses, community theatres, orchestras, etc. should include their unpaid performers as volunteer artists.

Please provide the following information about your organization's current staff and volunteers:

Description	#American Indian/Alaska Native	#Asian	#Black/African American	#Hispanic/Latino	sHalive Hawaliar
Full-time, paid	0	0	1	0	0
Part-time, paid	0	1	5	1	0
Volunteers	0	1	57	1	0
Volunteer Artists	0	0	0	0	0
Board Members	0	0	5	0	0
Totals	0	ż	68	2	0

Provide the following information for each key position (staff or volunteer). Under Qualifications you should provide a brief summary of each individual's specific experience and education.

Staff Table					
Name	Title	Responsibilities (Principle job functions)	Qualifications (The kind of information you	Reports to: (Position)	Indicate whether Full-time, Part-tim
Scott Watson	Director	Mr. Watson manages and directs all activities of the OCA.	Mr. Watson's past employment includes over 25 years	Mayor, City of Charleston	Full-time
Hattison Chapman	Charleston Farmers Market Manager	Mr. Chapman manages the Charleston Farmers Market, the	Mr. Chapman has been with the City of Charleston since 2011	Director, Office of Cultural Affairs	Full-time
Towana Coleman	Events Coordinator	Ms. Coleman is responsible for event planning, managing	Ms. Coleman has been with the City of Charleston since 2016	Okector, Office of Cultural Affairs	Full-time
Mindy Manziano	Ticket Office Manager & Events Producer	Ms. Manziano is responsible for planning, supervising and	Ma. Manziano has over 15 years of box office management	Director, Office of Cultural Affairs	Full-time
Anna Quattlebaum	City Gallery Coordinator	Ma. Quatifebeum oversees delly operations of the City Gallery.	Ms. Qualifebaum has been with the City of Charleston since	Director, Office of Cultural Affairs	Full-time
Gordon Rooney	Development Manager	Mr. Rooney manages, plans, directs, and coordinates	Mr. Rooney graduated from the University of Texas at Austin	Director, Office of Cultural Affairs	Full-time
Ray Swagerty	Production Manager	Mr. Swagerty is responsible for the technical planning and	Mr. Swagerty holds a Master's degree in technical production.	Director, Cifice of Cultural Affairs	Full-time
Kelly Walker	Public Relations & Events Coordinator	Ms. Walker develops and manages event project plans	Ms. Walker holds a BA from Clemson University and is	Office of Cultural Alfalia	Full-time
Rachel D. Workman	Finance Manager/Office Manager	Manages finances, vendor payments, contracts, filing	Ms. Workman is a graduate of Presbyrerian College and holds	Director, Office of Cultural Affairs	Full-time

Do you need to list more Staff? After clicking Yes you will need to click on Save to bring up the additional table.

Νo

if your organization provides frings benefits to its paid staff, complete below by selecting all benefits that apply:

Management (Complete only if benefits differ from all other staff)

If other selected, please specify

Full-Time, paid

Paid Vacation, Health Insurance, Life Insurance, Deferred Compensation, Retirement Fund

If other selected, please specify

Part-time, paid

None

If other selected, please specify

if your organization provides specific professional development opportunities for staff and/or non-board volunteers, please provide the following information for each type offered during the last three completed fiscal years:

Тура	Number	Purpose or Topics
Retreat	o	
Training Workshop	5	Darkness to Light (recognizing child abuse and sexual
External Conference	3	Cultural management (South Arts Special Dance Touring
Specialized Course	3	Customer service training
Other Please specify in row belo	ow	

Organizational Health: Planning

Next, we'll take a look at how your organization plans and evaluates its work.

Whether the plan is formal or informal, short- or long-range, strategic or operational, every organization operates under some kind of plan for the future. It may be a simple list of important activities for the next few months with a budget attached, an ambitious strategic vision for the next ten years, or something in between. You might call the elements of the plan goals, objectives, outcomes or something else.

Provide the following information about your organizational plan.

```
Title and/or Brief Description of Plan: *
  Office of Cultural Affairs Overview and Strategy
Year Daveloped: *
  2016
Number of years covered: *
  3
Current plan-year: "
Has the plan been officially adopted by your board? *
  Yes
Who was directly involved in developing the plan?
Salact all that apply: *
  Board, Staff
If other selected, please specify:
What kinds of information did you use in developing your plan?
 Select al that apply: *
  Demographic data, Economic data, Financial data, Participation statistics,
  Participant surveys, Board reports and discussion, Staff or volunteer
   analysis. Advisory committee reports, Focus group results, Public forum
   comments, informal comments from participants
If other aetected, please specify.
 Who actually wrote the plan?
 Select all that apply: *
   Staff
 If other selected, please specify:
```

How has the plan been shared? Select all that apply: *

Presentations to board, staff, volunteers

If other, please specify:

Plan Evaluation

Provide the following information about how your organization evaluated progress on your current plans

How often have you reviewed the plan?

More than once a year

Who was involved in your evaluations? Select all that apply: * Board, Staff

If other selected, please specify:

What kinds of information did you use in your evaluation? Select all that apply: *

Demographic data, Economic data (external), Financial data (internal), Participation statistics, Participant surveys, Board reports and discussion, Staff or volunteer analysis, News stories

If other selected, please specify:

What key changes, if any, have resulted from these (eviews? If none, enter t/s or none, *

Periodic reviews of our plan and key functions informs the OCA's activities and services to the Charleston community

Organizational Health: Plan Elements

In the following questions, we will ask how your organization's plan links to The Long Range Plan for the Arts in South Carolina 2011-2020.

The Long Range Plan for the Arts in South Carolina 2011-2020 (http://www.southcarolinaarts.com/plan/index.shtml) is a ten-year plan, facilitated by the S.C. Arts Commission and involving input from more than 1400 citizens. It targets the following outcomes that all arts organizations can participate in accomplishing for the state by the year 2020.

Outcome 1: South Carolina citizens and visitors benefit from diverse opportunities for relevant, rewarding arts experiences in communities throughout the state.

Outcome 2: South Carolina's professional artists are able to produce exceptional art and build satisfying, sustainable careers in our state

Outcome 3: Students receive a comprehensive education in the arts that develops their creativity, problem solving and collaborative skills, and prepares them for a lifetime of engagement with the arts and productive citizenship.

Outcome 4: South Carolina arts organizations and other arts providers have the capacity and necessary resources to deliver relevant, high quality arts experiences to citizens and visitors.

Outcome 5: There is broad recognition within the state and beyond its borders of the value of and unique contribution made by the arts in South Carolina.

Provide the following information for each major element of your current plan (you might call these elements goals, objectives, themes, or something else). If your plan has more than five major elements, list the five most important ones.

If you have less than five, then fill out the sections for the number of elements you have.

Element 1

One centence summary that describes this plan element:

Play lead role in cultural animation and creative activation of public spaces in Charleston

What outcomes or results ere you trying to achieve?*

The Office of Cultural Affairs provides a prominent platform for arts experiences across a range of styles, disciplines, and genres, reflecting the diversity present within our community and mirroring the broader plurality of cultures around the world. We are fortunate to have key partners (Spoleto Festival USA, the College of Charleston School of the Arts and others) that help us to celebrate a range of art forms drawn from every corner of the globe, while we directly commit resources and staff to promoting the creation of local arts experiences with access bility for all, regardless of social or economic standing. Our desired outcome is to foster a broad-based spirit of engaged participation supported by targeted outreach.

What will you do to accomplish the results you seek? •

We will provide access to free and reduced price performances to every segment of Charleston and its visitors that highlight the region's arts and artists, support local artists and arts organizations through performance and presentation opportunities, and provide opportunities for presentation of work by new and emerging artists through calls for exhibitions and for festivals and at the City Gallery in downtown Charleston.

When and where will these actions take place? *

These actions will take place during the Piccolo Spoleto Fest val, the MOJA Arts Festival, City Gellery and the Arts in Charleston Calendar.

What will the "evidence" of success be? "

On June 17, 2017 the Americans for the Arts will release their findings from their fifth Arts and Economic Prosperity Report. This study documents the key role played by the nonprofit arts and culture industry, and their audiences, in strengthening our nation's economy. We will learn more about our audience and other information after reviewing this study.

What results, if any, have you seen so far? *

Results will be tracked and studied after the formal adoption of this strategic plan

Select the statewide outcome(a) this plan element helps to achieve: *

1 Citizens/visitors benefit from diverse, relevant, rewarding arts experiences, 2. Professional artists are able to produce exceptional art and build sustainable careers, 5. Broad recognition of the value and contributions of the arts in SC

Flement 2

One sentence summary that describes this plan element:

Stimulate interest and support for the arts and culture through a comprehensive program

What outcomes or results are you trying to achieve?

The Office of Cultural Affairs aims to stimulate interest and support for the arts and culture through a comprehensive program of promotional and marketing efforts that help citizens and potential visitors to Charleston discover the City's diverse range of cultural assets. The OCA aims to ensure that resources for production and presentation of arts and culture are available to local artists and arts organizations at levels that are adequate and realistic. Our goal is to commit financial resources in a fashion that is sustainable and strategic, helping artists and arts organizations to grow their capacity to reach new audiences and build on success. The OCA offers professional guidance and technical assistance to artists in our community.

What will you do to accomplish the results you seek?

We will provide performance and exhibition opportunities for local and regional artists, offer fair compensation to artists in recognition of their time and talent; provide information and support to arts organizations and artists on best practices; offer individual guidance to those groups or organizations in need of specific information or assistance; provide awareness of the cultural and arts communities in Charleston through the OCA's website charlestonarts org.

When and where will these actions take place?

These actions will take place at the Piccolo Spoleto Festival, the MOJA Arts Festival, Charleston Farmers Market, Holiday Magic in Historic Charleston events, Happy New Year Charleston, City Gallery exhibitions and in meetings, phone calls and through the Office of Cultural Affairs' website, charlestonacts.org.

What will the 'evidence' of success be?

Evidence of success will be assessed after reviewing the Americans for the Arts fifth Arts and Economic Prosperlty Report, which will be released June 17, 2017. This study documents the key role played by the nonprofit arts and culture industry, and their audiences, in strengthening our nation's economy. We will learn more about our local creative sector after reviewing this report.

What results, If any, have you seen so far?

Results will be tracked and studied after the formal adoption of the strategic plan.

Select the statewide outcome(s) this plan element helps to achieva:

 Professional artists are able to produce exceptional art and build sustainable careers.
 Arts organizations and providers have necessary capacity and resources

Element 3

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One sentence summery that describes this plan element:

Recruit, nurture and cultivate audiences for the arts through educational and outreach initiatives.

What outcomes or results are you trying to echieve?

The Office of Cultural Affairs plans to recruit, nurture and cultivate audiences for the arts through educational initiatives, outreach efforts, and audience development, with a primary focus on accessibility and inclusivity. The OCA is charged with framing policy that maintains appropriate facilities for the creation and exhibition of art within our community, while promoting a sustainable cultural ecology that thrives and makes Charleston a worldwide destination. We seek to achieve this through partnership and selective investment and by assisting autonomous arts organizations to operate and maintain facilities that suit their specific needs.

What will you do to accomplish the results you seek?

The OCA invests in spaces for the arts and maintains facilities at the highest standard possible; we maintain partnerships with organizations to support their facility needs; continue to offer organizations and individuals the use of City spaces that is equitable and financially supportable; collaborate with organizations and artists to create partnerships for space-sharing.

When and where will these actions take place?

These actions will take place throughout the City of Charleston, including the Dock Street Theater, the City Gallery and at the Gaillard Center.

What will the "evidence" of success be?

Evidence of success will be determined after reviewing local findings reported in the June 17, 2017 Americans for the Arts fifth Arts and Economic Prosperity Report. This study documents the key role played by the nonprofit arts and culture industry, and their audiences, in strengthening our nation's economy. We will be able to review more data on local arts organizations, individual artists and local arts constituencies.

What results, if any, have you seen so far?

Results will be tracked and studled after the formal adoption of this strategic plan.

Select the statewide outcome(s) this plan element helps to achieve:

- 4. Arts organizations and providers have necessary capacity and resources.
- 5. Broad recognition of the value and contributions of the arts in SC

Element 4

One sentence summary that describes this plan element:

Provide technical assistance and direct sub-granting programs that serves the creative sector

What outcomes or results ere you trying to schleve?

The OCA alms to provide technical assistance and direct sub-granting programs that serve individual artists, community ensembles, and local arts organizations in an effort to promote a sustainable and vital creative sector. The OCA endeavors to position the arts and culture as a centerpiece of civic life. We understand that individual artists and local arts organizations will benefit from additional advocacy and focused outreach to reinforce the efforts of the creative community. We seek to bring forward the crucial presence of a vital arts sector, demonstrating that the arts and culture represent a core value. We seek to create opportunities for the artists who contribute to our local cultural scene.

What will you do to accomplish the results you seek?

The OCA will seek to strengthen the community's commitment to the arts as a civic cornerstone; promote and amplify awareness of cultural events in the tricounty region; advocate for the arts and culture; and create opportunities for arts events and performances in daily life.

When and where will these actions take place?

These actions will take place on the City of Charleston and the Office of Cultural Affairs websites and social media pages; Arts in Charleston calendar, partnerships with local media outlets; and through public events and festivals, as well as settings like the Charleston Farmers Market.

What will the 'evidence' of success be?

Evidence of success will be determined and assessed after reviewing the Americans for the Arts' Arts and Economic Prosperity 5 Report, to be released in June of 2017. This study documents the key role played by the nonprofit arts and culture industry, and their audiences, in strengthening our nation's economy

What results, if any, have you seen so far?

Results will be tracked and studied after the formal adoption of this plan.

Select the statewide outcome(s) this plan element helps to achieve:

Citizens/visitors benefit from diverse, relevant, rewarding arts
experiences, 2. Professional artists are able to produce exceptional art and
build sustainable careers, 4. Arts organizations and providers have
necessary capacity and resources, 5. Broad recognition of the value and
contributions of the arts in SC

Element 5

One sentence summery that describes this plan element:

Conduct ongoing measurement, evaluation and assessment City-wide of health of arts constituents.

What outcomes or results are you trying to achieve?

The OCA plans to conduct ongoing measurement, evaluation and assessment City-wide of the impact and relative organizational health of local arts constituents, and frame priorities for planning efforts that underpin City policy. We recognize that the broader cultural vibrancy of South Carolina and the Lowcountry is paramount, not only for the local arts community, but also at the regional and national level. We seek to move beyond the simple demarcation of 'City Limits' to embrace a more representative cultural profile that mirrors the demographics and cultural heritage of our surrounding region. Alignment at multiple, overlying levels is essential to successfully accomplish this goal.

What will you do to accomplish the results you seek?

The OCA will seek partnerships on a tri-county basis (Charleston, Berkeley, Dorchester Countles) and work in concert with peers including the City of North Charleston Cultural Arts Department and the Arts Council of Klawah, as well as state and national partners. This will create opportunities for artists and arts organizations and will help them create new alliances. We will coordinate outreach efforts and new participation opportunities for youth, working with the Charleston County School District and regional public and private schools.

When and where will these actions take place?

These activities will take place during the Piccolo Spoleto Festival and during the MOJA Arts Festival, and throughout the year during our many other arts events and cultural activities.

What will the "evidence" of success be?

We will rely on new data from the Arts and Economic Prosperity 5 Report, which will be released by the Americans for the Arts on June 17, 2017. This study documents the key role played by the nonprofit arts and culture industry, and their audiences, in strengthening our nation's economy. Evidence of success can be determined by an increase in the number of performances and events by local artists and arts organizations, audience numbers and an increase in local and regional partnerships developed by local arts groups.

What results, if any, have you seen so far?

COUNTY

Results will be tracked and studied after the formal adoption of this plan.

Select the statewide outcome(s) this plan element helps to schisva:

Students receive a comprehensive K-12 education in the arts, 4. Arts
organizations and providers have necessary capacity and resources, 5.
Broad recognition of the value and contributions of the arts in SC

Drganizational Health: Operating Budget

Provide the following information about your organization's total actual CASH operating budget for the last completed fiscal year.

- · Enter only whole numbers in the amount fields, NO decimals, commas or dollar signs.
- Do not include income or expenses for one-time capital projects (buildings, endowments, etc.) or in-kind support. (These kinds of things will be addressed in the Financial Overview Section.)
- · If your organization is a unit of a larger organization, give information for your unit only.
- · If you are a returning grantee your budget has been populated with data pulled from your last final report.

Last completed (Iscal year start: * 01/01/2015 Lest completed flacal year end: * 12/31/2015 Cash Operating Budget: Enter Agency, Corporation or A Total S Amount Individual Names in this column UN-EARNEO/DONATED INCOME GOVERNMENT FEDERAL SD Agency \$9 Agency STATE \$26,992 SCAC operating support grant Subgranting Grant Program \$9,475 SCAC other grants SC Department of Parks, \$6,000 Recreation & Tourism Agency:

Accommodations Tax (ATax)		\$25,571
Hospitality Tax (HTax);		\$D
Other		SO
CITY		
Accommodallons Tax (ATex)		5294,500
Hospitality Tax (HTex)		\$68,000
Other	CPD Weed & Seed Program, City	\$5,500
PRIVATE INCOME	of North Charleston	er.
Corporate	Publix Super Markets Charities,	\$212,60
(List names and provide total Foundation	Boeing, SCE&G, MWV, Warren County Foundation, The	\$10 500
(List names and provide total Other private organizations:	Harriet and Linda Ripinsky Fund	\$0
INDIVIDUALS		
Board support:		\$0
Other Individuals.		\$19,314
Other Un-Earned/Donated Income	•	
Please Specify		\$0
Un-carned/Donated Sub-totals:		678453
EARHED INCOME		
Admissions, subscriptions,		\$768.393
membership dues, Fees for contracted services	W	\$30,900
Applicant cash:		\$211,296
Other please specify	concessions/merchandise,	\$155,272
Earned Sub-totals:	space rental lees, advertising.	\$1,165,861
		V1,103,001
face and safety		184-014
Income totals:	, An	1844314
Un-Earned/Donated % of Yotal Income:		36.786198811835
Earned % of Total Income:		63 213801988165
CASH EXPENSES		
Salaries, other compensation, and employee benefits including	* · · · · · · · · · · · · · · · · · · ·	\$690,863
Professional fees including Independent contractors	∧ ✓	\$237,182
Occupancy, rent, utilities, and maintenance:	X ×	\$250,64D
Printing, publications, postage and shipping:	**	\$100,578
and snipping. Advertising and promotion		\$159,058
Office expenses including	A :	\$70,592
supplies, equipment, etc Travel:		\$6,000
Other, please specify	program services, fundralsing, administrative costs, supplies,	\$128,601
Expense Total		\$1,844314

Sarptus/Deflett	\$8
Sal heral Action	44

Note: Use the Total Income and Total Expenses for the set of questions on the next page.

Organizational Health: Financial Overview

Provide the following information on your organization's financials.

Financial Table			
	Last Completed Figeal Year *	One Year Previous	Two Years Previous
Fiscal Year	2015	2614	2013
Total Income	\$1,944,314	\$1,664,504	\$2 106,318
Total Expenses	\$1,844,314	\$1,564,584	\$2,106,318
Surplus/Deficit	\$0	\$0	\$0

^{*}Last Completed Fiscal Year figures should match your budget figures on the previous Operating Budget page.

Please review the figures you entered and verify the surplus/deficits you show above. Are these correct? *

Yes

Provide a brief explanation of surplus or deficits, or significant changes from year to year: *

Year to year changes reflect fluctuations in resources including accommodations tax funding, South Carolina Arts Commission funding, individual contributions and other sources of funding.

Did you have an accumulated surplus in the fast completed fiscal year?

Surplus profits retained as a reserve for an organization and accumulated from year to year. Also known as rateined earnings, accumulated earnings, accumulated income

No

If yes, then please provide the following information.

If no, then go to the next question below.

Current & Amount

Brief Explanation

Did you have an accumulated deficit in the last completed fiscal year

Not loss carried forward from year to year. Also known as retained losses, accumulated losses

No

If yes, then please provide the following information.

If no, then go to the next question below.

Current & Amount

Brief Explanation

Did you have cash reserves in the last completed fiscel year?

Cash retained by a business that is beyond its immediate needs. May be in the form of cash or short-term assets such as treasury bills and cartificates of deposits.

No

If yes, then please provide the following information.

If no, then go to the next question below

Cultent & Amoun **Brief Explanation** Old you have facility reserves in the fast completed flacel year? Funds set saids or retained by a business to essist in the funding of facilities-related projects. May also be in the form of a building fund. No If yes, then please provide the following information If no, then go to the next question below **Current S Amount** Brief Explanation Did you have an endowment in the last completed fiscal year? A fund that is made up of this that are subject to a requirement that the principal be maintained intect and invested to create a source of income for an organization. If yes, then please provide the following information. If no, then go to the next question below Current & Amount **Brisi Explanation** Did you have a capital campaign in the test completed fiscal year? Money that is relised to acquire or improve a physical asset. The most common use of a capital campaign is for the purchase, construction, or renovation of a building (commonly referred to as 'bricks and mortar'). No If yes, then please provide the following information. If no, then go to the next question below. Current S Amount Brief Explanation Did you have an outstanding line of credit in the last completed fiscal year? An arrangement between a financial institution, usually a bank, and a customer that establishes a maximum loan balance that the bank will permit the borrower to maintain. The borrower can draw down on the line of credit at any time, as long as he or she does not exceed the maximum set in the agreement. No If yes, then please provide the following information If no, then go to the next question below Current S Amount Brief Explanation Did you have long-term debt in the last completed fiscal year? Loans and financial obligations lasting over one year. Long-term debt for a company would include any financing or leasing obligations that are to come due in a greater than 12-month period. Such obligations would include company bond lasues or long-term leases that have been capitalized on a firm's balance aheat. If yes, then please provide the following information. If no, then go to the next question below. Current & Amount Orief Explanation Did you have algorificant in-kind support in the last completed fiscal year? Items or services for which a fee would normally be paid, provided to the applicant at no cash cost. To be considered in kind, donated goods/services must be necessary to the organization or project, i.e., these goods/services would be purchased if not donated. Professional services must be donated by a professional working in that profession and valued on the provider's professional

rate. Refer to specific program guidalines as some programs do not allow in-kind contributions.

No

If yes, then please provide the following information If no, then save and continue.

Current & Amount

Orief Explenation

Programs & Services: Introduction

An organization that receives a high score (40 points) on this section will

- 1. offer programs and services that are closely aligned with its mission
- 2. show breadth and quality in its programs and services, within the scope of its mission
- 3. have the capacity to provide these programs and services effectively
- 4. offer programs and services that are appropriate for the people, organizations, and communities for whom they are intended
- 5. demonstrate a clear understanding of what *success* means for the organization
- 6. have practical strategies for reaching its goals and improving the quality of its programs and services

How did you make these programs and services accessible to people with disabilities during the last completed flucal year? Select all that apply: *

Signing for Hearing Impaired and Deaf, Large Print Materials, Website Accessibility

If other selected, please specify:

Programs & Services: Performances

Did you produce (your own) or present (contracted) performances of music, dance, theatre, readings, storytelling, stc. during the test completed fiscal year? *

Yes

If yes, please provide the following information if no, save and continue.

Productions that are repeated should only be counted once.

Total number of productions to be produced/presented during this fiscal year:

Total number of productions you produced/presented the last complated fiscal year

If there is a significant difference from last year to this year, please provide a brief explanation.

N/A

Total number of participants engaged in this activity during the last completed fiscal year:

Artists:

3,300

Youth:

9,000

Audience & others: (non-ertists) 426,500

Provide the following detail using two good examples of this type of activity from your last completed fiscal year:

Example 1

Name/Title/Creator(s) of all work(s) performed on this program:

Nancy D. Hawk Memorial Day Concert at Mepkin Abbey with The Ensemble of St. Clare and the Taylor Festival Choir during the 2015 Piccolo Spoleto Festival

Description:

This year's program presented The Ensemble of St. Clare performing Vocalise by Sergel Rachmaninoff and J.S. Bach's Cantana 51 for soprano, solo trumpet, strings, and continuo. The second half of the concert presented Gabriel Faure's Requiem.

Select all that apply

Music, Opera/Musical Theatre

Type of progrem:

Presented (contracted work)

Number of performances of this program:

Number of participants involved in this program:

Artists: 39

Youth:

0

Audience & others:

(non-entists)

235

Example 2

Name/Title/Creator(s) of all work(s) performed on this program:

An Evening of Jazz Under the Stars at the Cistern at the College of Charleston with Oscar Rivers, Max Quintet and The First Class Band during the 2015 MOJA Arts Festival

Description:

In spite of protracted threatening weather and historic flooding caused by Hurricane Joaquin, the MOJA Arts Festival was still able to present Jazz Under the Stars Pattl Austin, originally scheduled, was unable to travel to Charleston due to weather

Discipline(e):

Select all that apply

Music

Type of program:

Presented (contracted work)

Number of performances of this program:

Number of participants involved in this program:

Artiste: 12

Youth:

0

Audience & others:

(non-entiste)

250

Programs & Services: Exhibitions

Did you produce (your own) or present (contracted) visual arts or media arts exhibitions or

series during the last completed flacal year? *

Yes

If yes, please provide the following information.

If no, save and continue.

Total number of exhibitions or programs to be presented during this flace) year: 15
Total number of exhibitions or programs presented during the last completed flecal year 18
If there is a significant difference from last year to this year, please provide a brief explansion. N/A
Total number of participants engaged in this activity during your last completed fiscal year.
Artists: 96
Youth: 300
Audience & others: (non-artists) 16,412
Provide the following detail using two good examples of this type of activity from your last completed fiscal year:
Example ⁴
Title of exhibition or program: *Drawing from the Lifeline*
Description: This exhibition took place at the City Gallery from January 24 to March 1, 2015 and featured mixed media work by Tyrone Geter and curated by Frank McCauley.
Discipline(s): Select all that apply
Visual Arts, Design Arts
Origin: Guest Curated
If other selected, please specify:
Number of participants involved in this exhibition or series: Artists:
2 Wanda
Youth: 80
Audience & others: (non-enists) 1,695
Example 2
Title of exhibition or progress. "Above, Belween, Below"
Description: This exhibition featured batiks on silk by Mary Edna Fraser and it took place at the City Gallery from March 21 to May 3, 2015. The exhibition was curated by Michael Haga. The exhibition featured her perspectives on space, earth, and deep sea.
Discipline(e): Select all that apply Design Arts. Photography

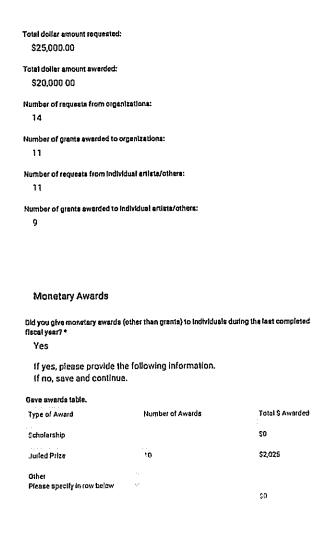
Origin: Guest Curated
if other selected, please specify:
Number of participants involved in this exhibition or earles: Artists:
Youth: 166
Audience & others: (non-artists) 3,895
Programs & Services: Broadcasts Did you produce (your own) or present (contracted) arts programming for radio, TV, internet or other electronic media during the last completed fiscal year? * No
If yes, please provide the following information. If no, save and continue.
Programs that are repeated should be counted only once.
Total number of arts programs to be presented during this fiscal year:
Total number of arts programs presented during the last completed fiscal year:
if there is a significant difference from last year to this year, please provide a brief explanation.
Total number of participants engaged in this activity during the last completed fiscal year:
Artists:
Youth:
Audience & other; (non-entists)
Provide the following detail using two good examples of this type of activity from your last completed fiscal year:
Example 1
Title of program:
Medium:
If other selected, please specify;
Origin:
If other selected, please specify:
Number of participants involved in this program: Artists:
Youth:
Audience & others: (non-ertists)

Example 2
Title of program:
Medium:
if other selected, please specify:
Crigin:
(f other selected, please specify:
Number of participants involved in this program: Artists:
Youth:
Audience & others: (non-artists)
Programs & Services: Publications
Did you produce literary publications or exhibition catalogues during the last completed fiscal year?
This does not include promotional materials, rack cards, seasonal brochures, playbills, etc. * No
If yes, please provide the following information. If no, save and continue.
Total number of publications to be produced this fiscal year:
Total number of publications you produced last completed (Iscal year:
if there is a significant difference from last year to this year, please provide a brief explanation.
Total number of participants engaged in this activity during the jast completed fiscal year:
Artista:
Youth:
Audience & others: (non-artists)
Provide the following detail using two good examples of this type of activity from your last completed fiscal year:
Example 1
Title of Publication:
Description:
Discipline(s): Select all that apply
Author(e):
Select all the ways that this was distributed:
Quantity Printed:
Quantity Distributed:

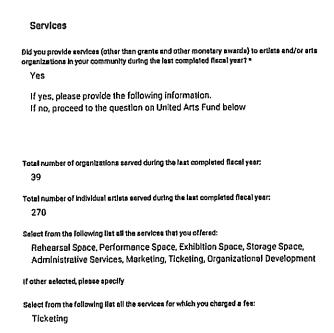
Example 2
Title of Publication:
Description:
Discipline(s): Select all that apply
Author(e):
Salect all the ways that this was distributed:
Quantity Printed:
Quantity Distributed:
Programs & Services: School Programs Did you affer arts programs or services to schools during the last completed fiscal year? Yes If yes, please provide the following information. If no, save and continue.
Types of programs or services offered from your last completed (iscal year: Select all that apply In-School Performances, Central-Site Performances, Artists in Residence Program, In-School Workshops
If other selected, please specify
Total number of programs or services of all types you will provide this fiscal year: 31
Total number of programs of services of all types you provided last completed (lacal year:
If there is a significant difference from last year to this year, please provide a brief explanation.
Total number of participants engaged in this activity during the <u>last</u> completed fiscal year:
Artists: 28
Youth: 1,128
Audiance & others: (non-artists) 94
Provids the following detail using two good examples of the type of activity from you last completed fiscal year:
Example 1
Title/Name:
4th Graders Read Out
Description: The 4th Graders Read Out program took place during the 2016 MOJA Arts Festival. This outreach program invites 4th grade students from pre-selected Charleston County Schools to participate in a special in-school reading program.

```
Olsciplinas:
Select all that apply
  Literature
Number of participants involved in this exemple:
Artiste:
  11
Youth:
  830
Audience & others: (non-entists)
  39
   Example 2
 Title/Hame:
   Educational Outreach Program at the City Gallery
   On March 4, 2016 the City Gallery hosted students and educators from James Island Elementary School to see the exhibition "Flowers for Tony", which featured
   the work of the late Tony Csavas, a painter and professor at the College of Charleston
 Disciplines:
 Select all that apply
   Visual Arts
 Number of participants involved in this exemple:
 Artists:
   1
 Youth:
   23
 Audience & others: (non-artists)
Programs & Services: Workshops/Classes
 Did you offer classes or workshops to the public during the last completed fiscal year? *
   Yes
   If yes, please provide the following information.
   If no, save and continue.
 Total number of classes or workshops to be offered this fiscal year:
 Total number of classes or workshops offered last completed fiscal year:
 If there is a significant difference from last year to this year, pieces provide a brief explanation.
    Total number of participants angaged in this activity during your last completed fiscal year.
 Artists:
    6
  Youth:
  Audience & other: (non-artists)
    29
```

Provide the following detail using two good examples of this type of activity from your last completed fiscal year:	
Example 1	
Title of class/workshop: Doll Making Workshop	
Description: The City Gallery hosted a doll making workshop on August 22, 2016 with doll maker Orisanmi Kehinde Odesanye.	
Discipline(s): Select all that apply Crafts	
Number of perticipants involved in this class/workshop; Artists; 2	
Youth: 0	
Audience & other: (non-ertists) 23	
Figure 1. C	
Example 2 Title of class/workshop:	
Swahili Student Workshop	
Description: In this immersive workshop led by S. Johari Andika, students learned the importance of Swahili to the South Carolina Lowcountry and to the world. Students participated in activities to learn Swahili greetings, common expressions, food words and numbers.	
Diacipline(s); Salect aff that apply Literature	
Number of participants involved in this class/workshop: Artists: 1	
Youth: 168	
Audience & other: (non-entiste) 3	
Programs & Services: Give Grants & Awards	
Grants	
Dki you give grants to support arts organizations and arts projects in your community during the grant period just completed? * Yes	
If yes, please provide the following information. If no, save and continue.	
Type of Support Offered:	
Select all that apply Project Support for Organizations, Project Support for Artists	
If other asserted planes specific	



Programs & Services: Other



If other, please specify United Arts Fund Did you operate a United Aria Fund campaign during the last completed flacel year? If yes, please provide the following information. If no, proceed to the question on other programs and services below Beginning date of campaign: Ending date of campaign: Total number of contributors: Total funds raised: Select all types of contributions made: if other selected, please specify Other Programs & Services Are there any other programs or services you want to include that you provided during the last completed flecal year? * Yes If yes, please provide the following information if no, save and continue. Events/programs that are repeated should be counted only once. Total number of events to be offered this fiscal year: Total number of events offered last completed flacal year: if there is a significant difference from last year to this year, please provide a brisf explanation. Total number of participants engaged in this activity during the last completed flacal year; Artists: 175 Youth: 50 Audience & others: (non-entists) 11,000 Provide the following detail using two good examples of the type of activity from you last completed fiscal year: Example 1 Title/Neme: 2016 Piccolo Spoleto Festival, Sunset Serenade event Description:

Sunset Serenade is Piccolo Spoleto's annual curtain raiser. This large-scale, admission-free community concert is held outdoors at the U.S. Custom House in downtown Charleston, SC

Discipline(s): Select all that apply

Music

Number of participants involved in this example:

40

Youth:

ß

Audience & others: (non-ertists)

2,500

Example 2

Title/Neme:

2016 Piccolo Spoleto Festival Finale

The Piccolo Spoleto Festival Finale is a large-scale, admission-free event presenting performances by community groups and headline musical guests at Hampton Park.

Discipline(s): Select all that apply

Music

Number of participants involved in this example:

Artista:

23

Youth:

Audience & others: (non-entists)

3,000

Programs & Services: Facilities

Submitted	02/06/2017	Venue Name	Marion Square
Number of days	36	Address	329 Meeting Street, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	U.S. Custom House
Number of days	6	Address	200 East Bay Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Charleston County Public Library
Number of days	6	Address	68 Calhoun Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Charleston Housing Authority
Number of days	1	Address	562 Meeting Street, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	Colon/al Lake
Number of days	2	Address	42 Ashley Ave, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Allan Park
Number of days	2	Address	365 Ashley Ave, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	West Ashley High School
Number of days	1	Address	4060 West Wildcat Blvd, Charleston, SC, 29414

Submitted	01/04/2017	Venue Name	Hampton Park
Number of days	2	Address	30 Mary Murray Blvd, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	St. Philips Episcopal Church
Number of days	14	Address	142 Church Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Cathedral of St. John the Baptist
Number of days	5	Address	120 Broad Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Mepkin Abbey
Yumber of days	2	Address	1098 Mepkin Abbey Rd, Moncks Corner, SC, 29461
Submitted	01/04/2017	Venue Name	City Gallery
Yumber of days	15	Address	34 Prioleau Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Grace Episcopal Church
Number of days	3	Address	98 Wentworth Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Kahal Kadosh Beth Elohim
Number of days	1	Address	90 Hasell Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Saffron Cafe
Number of days	2	Address	333 East Bay Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Arnold Hall, College of Charleston
Number of days	3	Address	96 Wentworth Street, Charleston, SC, 29424
Submitted	01/04/2017	Venue Name	Circular Congregational Church
Number of days	4	Address	150 Meeting Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Cathedral of St. Luke and St. Paul
Number of days	3	Address	126 Coming Street, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	Simons Center, College of Charleston
Number of days	8	Address	54 St. Philip Street, Charleston, SC, 29424
Submitted	01/04/2017	Venue Name	St. Matthew's Lutheran Church
Number of days	2	Address	1 Vanderhorst Street, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	St. John's Lutheran Church
Number of days	4	Address	5 Clifford Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Gage Hall
Number of days	3	Address	4 Archdale Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Charleston Music Hall
Number of days	8	Address	37 John Street, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	St. Mark's Episcopal Church
Number of days	5	Address	18 Thomas Street, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	Barsa Tapas Lounge & Bar
Number of days	1	Address	630 King Street, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	Threshold Repertory Theatre

Submitted	01/04/2017	Venue Name	Brown Family Park
lumber of days	1	Address	Nexton 106 Greeting House Road, Summerville, SC, 29486
Submitted	01/04/2017	Venue Name	Mt Zion AME Church
lumber of days	4	Address	5 Glebe Street, Charleston, SC, 29401
ubmitted	01/04/2017	Venue Name	Mingo Point
lumber of days	1	Address	876 Kiawah Island Parkway, Kiawah Island, SC, 29455
ubmitted	01/04/2017	Venue Name	Volvo Car Stadium
lumber of days	2	Address	161 Seven Farms Drive, Daniel Island, SC, 29492
Submitted	01/04/2017	Venue Name	How Art Thou Music Cafe
lumber of days	1	Address	1956 Maybank Highway, Charleston, SC, 29412
Submitted	01/04/2017	Venue Name	Bethel United Methodist Church
Number of days	5	Address	57 Pitt Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Bishop Gadsden
tumber of days	3	Address	1 Bishop Gadsden Way, Charleston, SC, 29412
Submitted	01/04/2017	Venue Name	Chapel Theatre, College of Charleston
lumber of days	4	Address	172 Calhoun Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Charleston Museum
lumber of days	4	Address	360 Meeting Street, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	Charleston Performing Arts Center
Number of days	3	Address	873 Folly Rd, Charleston, SC, 29412
Submitted	01/04/2017	Venue Name	Charleston V/sitor Center
Number of days	1	Address	375 Meeting Street, Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	Cone 10 Studios
Number of days	2	Address	1080 Morr/son Dr. Charleston, SC, 29403
Submitted	01/04/2017	Venue Name	Dock Street Theatre
Number of days	16	Address	135 Church Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Molher Emanuel AME Church
Number of days	6	Address	110 Calhoun Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Footlight Players Theatre
Suchatted Number of days	8	Address	20 Queen Street, Charleston, SC, 29401
Submitted	01/04/2017	Venue Name	Franke at Seaside
Submitted Number of days	2	Address	1885 Riffe Range Rd, Mt Pleasant, SC, 29464
Submitted	01/04/2017	Venue Name	Ge#lard Center
Number of days	3	Address	95 Calhoun Street, Charleston, SC, 29401
Submitted	02/06/2017	Venue Name	Halsey Institute of Contemporary Art
Number of days	9	Address	161 Calhoun Street, Charleston, SC, 29401

Submitted	01/04/2017	Venue Name	The Citadel	
Number of days	2	Address	171 Moultrie Street, Charleston, SC, 29403	
Submitted	01/04/2017	Venue Name	Huguenot Church	
Number of days	6	Address	136 Church Street, Charleston, SC, 29401	
Submitted	01/04/2017	Venue Name	Preservation Society of Charleston	
Number of days	4	Address	147 King Street, Charleston, SC, 29401	
Submitted	01/04/2017	Venue Name	PURE Theatre	
Number of days	9	Address	477 King Street, Charleston, SC, 29403	
Submitted	01/04/2017	Venue Name	Baruch Auditorium, MUSC	
Number of days	2	Address	284 Calhoun Street, Charleston, SC, 29425	
Submitted	01/04/2017	Venue Name	Redux Contemporary Art Center	
Number of days	3	Address	136 St. Philip Street, Charleston, SC, 29403	
Submitted	01/04/2017	Venue Name	Robert Milis Manor	
Number of days	2	Address	20 Franklin Street, Charleston, SC, 29401	
Submitted	01/04/2017	Venue Name	Second Presbyterian Church	
Number of days	6	Address	342 Meeting Street, Charleston, SC, 29403	
Submitted	01/04/2017	Venue Name	The Southern	
Number of days	2	Address	2 Carlson Ct, Charleston, SC, 29403	
Submitted	01/04/2017	Venue Name	Spirit Line Cruises	
Number of days	8	Address	360 Concord Street, Charleston, SC, 29401	
Submitted	01/04/2017	Venue Name	St. Michaels Church	
Number of days	4	Address	71 Broad Street, Charleston, SC, 29401	
Submitted	02/06/2017	Venue Name	Theatre 99	
Number of days	14	Address	280 Meeting Street #B, Charleston, SC, 29401	
Submitted	01/04/2017	Venue Name	Trinity United Methodist Church	
Number of days	4	Address	273 Meeting Street, Charleston, SC, 29401	
Submitted	01/04/2017	Venue Name	Wragg Square	
Number of days	2	Address	342 Meeting Street, Charleston, SC, 29403	
Submitted	01/04/2017	Venue Name	4th Wall	
Number of days	2	Address	815 Savennah Hwy, Charleston, SC, 29407	
Submitted	01/04/2017	Venue Name	T. Hussey Studio	
Number of days	1	Address	1102 King Street, Charleston, SC, 29403	

Programs & Services: Successes

Think about your organization's most successful events or activities during the last completed fiscal year. Note: "Successful" does not necessarily mean "most dollars" or "most people." Pick two of these and provide the following information about them

First Successful Event

Brief Description of Event/Activity *

Requiem for Mother Emanuel was an exhibition of nine paintings by Dr. Leo Twiggs, one of the nation's leading African-American artists. This exhibition was held at the City Gallery from June 21 to July 31, 2016 and included an artist's reception.

What was the "evidence" of success - what made this activity stand out as more successful than other similar efforts? *

This exhibition brought together nine new works by Dr. Twiggs, created in commemoration of the nine victims who lost their lives on June 17, 2015 at Emanuel African Methodist Episcopal Church. A video was produced exclusively for this exhibition featuring personal commentary of Twiggs, who shared his artistic vision and gave tribute to the extreme grace displayed by the Mother Emanuel family. The exhibition went on to The Johnson Collection in Spartanburg and to The Mint Museum in Charlotte.

What did your organization do to achieve this success? *

The Office of Cultural Affairs worked with the City of Charleston Mayor's Office, Dr. Leo Twiggs and the Mother Emanuel Commemoration Committee to coordinate and present Requiem for Mother Emanuel at the City Gallery. Along with being involved in the planning stages of this special exhibition, the Office of Cultural Affairs helped to promote the exhibition. A private viewing of the exhibition was also organized for church members, family members and survivors.

Second Successful Event

Brief Description of Event/Activity •

The 2816 MOJA Arts Festival Finale took place on October 30th from 2-6pm at Hampton Park. The event offered musical talent, food concessions and a pop-up art exhibition.

What was the "evidence" of success - what made this sotivity stand out as more successful than other similar efforts? *

The original event date for the MOJA Arts Festival Finale was Sunday, October 9th, however the Inclement weather caused by Hurricane Matthew had us reschedule the event to October 30th. This event was a success because it offered musicians who were unable to perform as scheduled during the original MOJA Finale date the chance to share their anistry. The stage lineup included jazz sounds of Curtis Inabinett, Ah touch of Class, New Galaxy Band, Charlton P Singleton & Friends and Quiana Parier.

What did your organization do to achieve this success?

The Office of Cultural Affairs worked with the all-volunteer MOJA Planning Committee to plan and coordinate the rescheduling of the MOJA Finale. This included reaching out to artists to check their availability, book food trucks and other food concessions and plan other logistics such as sound, lighting and stage details. The Office of Cultural Affairs also planned targeted advertising to promote the MOJA Finale.

Programs & Services: Awards Received

Provide the following information for any award(s) or grant(s) received during the last two years that demonstrated recognition of the quality of your programs and services.

If more than five, give us the top five

Do NOT include SC Arts Commission grant awards.

First Award or Grant

Name or Description of Award or Grant:

The Joanna Foundation Grant Program

Source of Award:

The Joanna Foundation

In recognition or support of what activity or achievement

To support the 2016 MOJA Arts Festival's Educational Outreach Programs. This grant is meant to support organizations and programs that strengthen community capacity and enhance individual involvement in achieving a better quality of life.

Field from which the selection was made:

Multi-County

Amount of award or grant: Enter zero if non-monetary.

\$2,000

Year Received

2016

Second Award or Grant

Name or Description of Award or Grent:

Jerry & Anita Zucker Family Endowment Fund

The Jerry & Anita Zucker Family Endowment Fund of Coastal Community Foundation of South Carolina

in recognition or support of what activity or achievement:

To support outreach programs of the 2016 Piccolo Spoleto Festival, benefiting students, educators, low-income senior citizens, disabled veterans and others

Field from which the selection was made:

Multi-County

Amount of award or grant: Enter zero If non-monetary,

\$2,500

Year Received

2016

Third Award or Grant

Name or Description of Award or Grant:

2016-2017 Tourism Advertising Grant (TAG)

South Carolina Department of Parks, Recreation & Tourism

In recognition or support of what activity or achievement:

In support of out-of-market advertising for the 2016 MOJA Arts Festival

Field from which the selection was made:

State

Amount of award or grant:

\$4,500

Year Received

2016

Fourth Award or Grant

Heme or Description of Award or Grant:

The Cultural Events Fund (CEF) of Klawah Island

The Town of Klawah Island

In recognition or support of what activity or achievement:

This award was given in support of two events during the 2016 Piccolo Spoleto Festival. The first event was a "Piccolo Preview" event held on Johns Island and the second event was held on Klawah Island during the run of the festival.

Fleid from which the selection was made:

County

Amount of eward or grant:

Enter zero If non-monstery.

\$8,000

Year Received

2016

Fifth Award or Grant

Name or Description of Award or Grant:

Elizabeth C. Rivers Lewine Endowment Fund

Source of Award

Elizabeth C. Rivers Lewine Endowment of Coastal Community Foundation of South Carolina

in recognition or support of what activity or achievement:

This award was given in support of productions during the 2016 Piccolo Spoleto Festival.

Fleid from which the selection was made:

Multi-County

Amount of award or grant: Enter zero if non-monatary.

\$500

Veer Received

2016

is there enything else we need to know about your organization's programs and services in order to understand what your organization does? If so briefly summarize that information below.

Public Participation

An organization that receives a high score (30 points) on this section will

- 1. have a clear understanding of who its participants are and are not, including an informed awareness of why people do or do not participate.
- 2 have varied, effective methods of engaging and maintaining participants.
- 3. offer an appropriate (for the organization and the community) range of opportunities for broad participation.
- 4 have arganizational characteristics of board, staff, processes, programs, facilities, etc. that promote and facilitate broad participation
- honestly assess its participation issues and have practical strategies and partnerships for building participation, within the scope of the mission and the current context of the organization.

Important note: By 'participation' we mean active involvement of any sort by anyone with your organization. Participation includes attendance at events, certainly, but also includes many other types of engagement, such as taking a class, using a website, serving as a volunteer, providing in-kind goods and services, making financial donations, serving on boards and committees, buying works of art, working as a contracted artist, etc.

For more information about building participation in the arts click here (http://www.southcarollnaarts.com/participation/index.shtml).

PARTICIPANTS

Provide the following information about your organization's participants for the last completed fiscal year.

What are the three most important participant groups for your organization? What does each group value from your organization?

Examples of participant groups may include audience, board, students, volunteers or others whose engagement is important to your mission.

Arts organizations, artists and our audiences are three important participant groups for our organization. Arts organizations depend on the Office of Cultural Affairs (OCA) for guidance, shared marketing efforts and production opportunities. Artists are able to utilize OCA's websites and resources to be connected to performance, exhibition and funding opportunities. Audiences depend on the OCA's free and low-priced productions and festivals for access to the arts throughout the year and who place value on culture in civic life.

Select all the methods and resources you have used in the last year to determine who you participants are. *

Tracking through ticket sales, Database analysis, Visual surveys, door counts, or inquiries at events, Website monitoring, Board/staff knowledge, Written, telephone, or electronic surveys, Census and other demographic data, Donor profiles

If other selected, please specify

Select all methods that you are currently using to engage and inform current and potential participents: *

Paid advertising (any media), Column in a local publication, Press releases and contacts, Arts/cultural calendar, Posters/flyers, Rack cards, Press announcements, Speaking to community organizations/school groups/churches, Newsletter or magazine (print), E-mail newsletter or bulletins, Website (your own), Website(s) (info posted on others), Social Networking Sites (e.g. Myspace com, Facebook com, etc.), Television (unpaid coverage), Season schedule mailings, Fundraising mailings, Personal correspondence from board and/or staff, Socialations by board memebers, Advisory committees, Volunteer programs, Complimentary services or incentives for participants, Special program-related events (openings, lectures, etc.), Special membership or donor events, opportunities, or services, Written, telephone, or electronic surveys, Organized word of mouth campaigns, Targeted outreach programs, Coordinated offerings or efforts with other local organizations or businesses

If other selected, please specify

What barriers may discourage people's participation with your organization? How do you know? What have you done or what do you plan to do to overcome these barriers?

Through audience surveys and research, we have determined that personal finances, busy schedules, and competition from other events are barriers that often discourage people from participating in our events.

Many potential audience members cite schedules already busy with events for work, family, and church. The OCA attempts to make its events and productions available by setting schedules that anticipate visitors availability, either by programming multiple performances of a production during the festival, or by maintaining open hours throughout the week and weekend.

Those surveyed suggested that they were unable to attend as many events as they would like due to personal budget restraints. The Office of Cultural Affairs continues to offer free and low-cost productions available through its festivals and other cultural activities. In addition, programming at the City Gallery is always free and open to the public

Respondents cited the large number of events already on offer in the Charleston area. The OCA will work to attract attendees using social media and other promotional efforts to its events, and will encourage "competing" attractions to incorporate local artists and performers where possible.

What is a challenge or opportunity that will be crucial to your organization's health and/or artistic vitality during the next 2-3 years?*

The continued programmatic growth and audience cultivation efforts associated with the Charleston Galliard Center, following its opening and 142 million dollar renovation, will be crucial to our organization's health and artistic vitality in the coming years. This state-of-the-art performance hall and exhibition space represents an opportunity for Charleston's cultural arts community. Since its re-opening, the Gaillard has provided a home stage for resident companies like the Charleston Symphony Orchestra and Spoleto Festival USA while presenting an opportunity for other organizations and artists to present their own work on a grander scale. The OCA will work to assist smaller arts groups and artists with seeking funding for residencies

Whose Incressed participation is key to successfully addressing this challenge or opportunity?

The Gaillard Performance Hall Foundation, a non-profit organization tasked with fundraising and the Gaillard Management Corporation, a non-profit that will operate the Gaillard Center, will be the key organization with which the Office of Cultural Affairs will work to ensure that local organizations and antists have access to this new facility

PARTNERSHIPS

Provide the following information for up to five partnerships active during the last completed fiscal year.

First Partnership

List partner organizations participating in the parinership:

College of Charleston School of the Arts

Briefly describe the focus of the partnership (topic or lesue):

The OCA and the School of the Arts work together to provide educational opportunities for its students and staff. The School of the Arts supports the OCA with seasonal staff and festival event venues.

List the major activities of the partnership:

The School of the Arts provides the OCA with major venues for the Piccolo Spoleto Festival and is a frequent source of seasonal staff and program coordinators for the festival. In consultation with faculty and staff, the OCA offers the School of the Arts students internships, through its festivals and throughout the year in the main office and at the City Gallery. The Director of Cultural Affairs has presented and led classes on arts administration to students in both the undergraduate and graduate Arts Management programs.

Select whether this is an angoing at short-term partnership:

Ongoing

Second Partnership

List partner organizations participating in the partnership:

MOJA Arts Festival Planning Committee

Briefly describe the focus of the partnership (topic or lesus):

To plan, fundraise, and advocate for the MOJA Arts Festivel

List the major ectivities of the partnership:

The MOJA Planning Committee is an all-volunteer group comprised of community leaders, volunteers and artists who assist in the planning for the annual MOJA Arts Festival. They provide fundraising for the festival, leverage support, and advocate in the community at large on its behalf. The OCA provides administrative support to produce and administrate the festival.

Select whether this is an ongoing or short-term partnership:

Ongoing

Third Partnership

List pertner organizations participating in the partnership:

Avery Research Center for African-American History and Culture at the College of Charleston

Oriefly describe the focus of the partnership (topic or issue):

To collaborate on programs and exhibitions and serve as a venue for events.

List the major activities of the partnership;

The Avery Research Center serves as an anchor venue for the MOJA Arts Festival and hosting its Juried Art Show, Literary Corner, and other events. The Center provides marketing and promotion for the festival to national and peer organizations. The Office of Cultural Affairs generates awareness of the Avery's collections and services as a major local resource. The Avery is currently under renovation and will return to normal operations in October of 2017.

Select whether this is an engoing or short-term partnership:

Ongoing

Fourth Partnership

List partner organizations participating in the partnership:

Local arts organizations and artists

Briefly describe the focus of the partnership (topic or issue):

To work with arts consortiums (Regional Alliance for the Arts), arts organizations (Charleston Symphony Orchestra, the Gibbes Museum of Art, Redux Studios), and Individual artists to collaborate, pool resources, and share marketing and best practices.

Ust the major activities of the partnership:

The OCA supports local organizations and artists with counsel and information on best practices, governance, capacity, and outreach

Select whether this is an ongoing or short-term partnership:

Ongoing

Fifth Partnership

List partner organizations participating in the partnership:

City Gallery Curatorial Planning Committee

Briefly describe the focus of the partnership (topic or issue):

The City Gallery Curatorial Planning Committee is an all volunteer group of local arts administrators who meet to review submissions from artists and curators interested in exhibiting at the City Gallery. They meet and discuss the applications and work and then based on the committee's recommendations the OCA staff determine the calendar of exhibitions and events to be held at the City Gallery

List the major ectivities of the partnership:

The City Gallery hosts at least six exhibitions throughout the year and the curatorial committee is instrumental is reviewing and discussing applications of artists and curators interested in exhibiting at the City Gallery. The OCA provides the space for the curatorial committee and other administrative details associated with the meetings to facilitate the process of reviewing applications. The OCA staff will make final decisions regarding the City Gallery calendar with strong consideration given to the recommendations of the curatorial committee.

Select whether this is an ongoing or short-term partnership:

Ongoing



is there any crucial information about your organization that has not been covered in any of the preceding sections? If so, please briefly summarize this information:

Certification: Certification and Submission

By clicking on the I Agree button below, I certify to the Commission that:

- 1. This application is complete as required by SCAC grant guidelines, and all information in this proposal is true and correct to the best of my knowledge.
- 2. The applicant is in compliance with published eligibility requirements
- 3. The governing body of the applicant has authorized the filing of this application and signature.
- 4. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant solely for the described projects and programs.
- 5. The applicant and any organization that it assists will comply with all applicable Federal and State laws when conducting any program activity for which the applicant receives financial assistance from the Commission.
- 6. I am the authorizing official for this organization and I understand that the "I Agree" button constitutes my signing off on this application.

COMMITTEE / COUNCIL AGENDA

(e.)

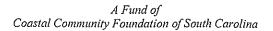
TO:	John J. Tecklenbu	rg, Mayor			
FROM:	Amy K. Wharton		DEPT.	BFRC	
SUBJECT:	MAYORS OFFICE FOR	R CHILDREN YOUT	H & FAMILIES		
REQUEST:	Mayor and City Council to approve a grant award from the Cooper				
	River Bridge Run F	und in the amo	unt of \$500 f	for the Youth Volunteer	
	Corps to plan and	hold a Teen He	ealth Summi	t.	
COMMITTEE	OF COUNCIL:	W&M	DATE:	February 14, 2017	
COORDINA	TION: This request has	been coordinated w	vith: (attach all re	ecommendations/reviews)	
Yes N/A Signature of Individual Contacted Attachment Corporate Counsel Cap. Proj. Cmte. Chair Director-MOCYF Grants Manager Was funding previously approved? Yes No N/A					
If yes, provid	de the following:	Dept./Div.:	Ac	ecount #:	
Balance in A	Account	Amount neede	ed for this item		
Does this document need to be recorded at the RMC's Office? Yes No NEED: Identify any critical time constraint(s).					
CFO's Signature:					
Mayor's Sig	nature:	John Jo	Tecklenburg,	Mayor	

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



COOPER RIVER BRIDGE RUN GRANTS PROGRAM

Promoting regular physical activity to encourage continuous participation in the Cooper River Bridge Run and related activities





. 54 KIN

Mayor's Office for Children, Youth&Frailles

January 25, 2017

Ms. Jennifer Gorham Mayor's Office for Children, Youth and Families City of Charleston 75 Calhoun Street, Suite 3700 Charleston, SC 29401



Dear Ms. Gorham:

Enclosed is our check for \$500.00, sent according to the Terms of Grant you agreed to when you applied for funding.

Meanwhile, if you make any significant changes to what you proposed to us or if things don't go as planned, please let us know.

Congratulations, and thank you for thinking to include the Cooper River Bridge Run Grants Program in your work. We send every best wish for continued success with all you do.

Sincerely yours,

Kathleen Cartland

CRBR Grants Committee Chair

Kathleen Cartland

Enclosure: Check # 60916

CPR COMMITTEE and/or COUNCIL AGENDA

TO:	John J. Tecklenburg, Mayor		
FROM:	Matt Compton / Matt Frohlich DEPT. Parks - Capital Projects		
SUBJECT:	2017 PARD GRANT APPLICATION – GOVERNORS PARK UNDERDRAIN EXPANSION		
REQUEST:	Approval of grant application for 2017 Park And Recreation Development (PARD) funding. This funding would be used to expand the existing underdrain system at the perimeter of the Great Lawn area and improve the overall function and use of the fields.		
	This grant provides a maximum of 80% of the cost of a project, with the remaining 20% minimum to be provided as matching funds. The grant funding requested is \$20,000, and the proposed match would be up to \$5,000. Total project funding is estimated to be \$67,600. Funding will be available by June, 2017.		
	Berkeley County did not solicit an application from the City of Charleston, but has agreed to accept an application at this time. In order to have this application considered at the next Legislative Delegation meeting, it has been submitted and will be an after-the-fact request at Council.		
COMMITTE	E OF COUNCIL: Ways & Means DATE: February 14, 2017		
COORDINA	TION: This request has been coordinated with: (attach all recommendations/reviews)		
Yes N/A Signature of Individual Contacted Attachment CPR Committee Chair			
Balance in A	Account N/A Amount needed for this item N/A		
Project Number N/A NEED: Identify any critical time constraint(s).			
CFO's Sign	nature:lmy whatm		
<u>FISCAL IMPACT</u> : There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to SCPRT. However, the fiscal impact will occur if the grant application is approved for award. A funding source will be determined at the time of the grant award.			
Mayor's Sig	gnature: John J. Tecklenburg, Mayor		

City of Charleston

John J. Tecklenburg Mayor

f Charleston Edmund Mos Director

Douin "Oarouna" Capital Projects

MEMORANDUM

TO: John J. Tecklenburg

FROM: Matthew M. Compton,

Special Projects Administrator

DATE: January 23, 2017

RE: 2017 PARD Grant Application

Governors Park - Underdrain Installation

The annual *Park And Recreation Development* (PARD) Grant process is administered at the County level, with the State distributing the available funding based on population. Each County presents selected projects to their Legislative Delegation for approval, after which the SCPRT will disburse the funding. In Charleston County, this process is handled through the CCPRC through a formulaic process. This is efficient due to the overall size of the county and the existence of a county-wide parks agency. However, Berkeley County does not currently have a county-wide parks agency, and their annual PARD allocation is smaller.

In September, 2016 Berkeley County solicited applications from private unincorporated park and playground operators, with applications due in October, 2016. To my knowledge, they did not contact municipal agencies seeking applications. However, they have agreed to accept our application and present it to the delegation at their next meeting. We are hopeful that the size of the request relative to the overall project will improve the odds of being funded.

Our application is for \$20,000 to assist with an improvement at Governors Park. During the upcoming summer, we will be installing athletic field lighting around the Great Lawn area. This lighting will allow for a substantial increase in field availability, which will be hampered by the slow drainage around the perimeter of the lawn. The underdrain system originally installed is not adequate, and we intend to substantially increase the collection capacity.

Ideally we will implement this work immediately following the lighting installation, just in time for the Fall season. For that reason, we have submitted the application for consideration. Should the project be selected for funding, the funding agreement will be submitted to Council for acceptance in advance of any expenditures.



JOHN J. TECKLENBURG

MAYOR

January 20, 2017

Ms. Victoria Marshall Grants Administrator Berkeley County Government P. O. Box 6122 Moncks Corner, SC 29461

RE: FY2017 PARD Grant Application

Dear Ms. Marshall:

The City of Charleston is pleased to present the attached application for the Park and Recreation Development (PARD) grant funding for 2017.

Our proposed project will address an identified need at our Governors Park facility, a highly visible City of Charleston facility on Daniel Island. The slow drainage around the perimeter of the Great Lawn will become a more critical issue with the installation of ballfield lighting later this year. Improving this drainage will allow the fields to be utilized to their maximum extent. This project will ensure that we can address the issue in an effective and timely manner, even though it would be completely unseen when completed.

Thank you for the opportunity to submit a project for this round of funding.

Sincerely,

John J. Tecklenburg

Mayor, City of Charleston

JJT:mdh

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM PARK AND RECREATION DEVELOPMENT FUND

	PROJECT APPLICATION			
I. G	eneral Information			
	Project Sponsor City of Charleston, Department of Parks			
	Mailing Address 823 Meeting Street			
	Charleston, SC			
	Email ComptonM@charleston-sc.gov Zip 29403			
Í	Contact Person Matthew M. Compton, Special Projects Administrator			
Phone Number (843) 973-7210 Fax (843) 724-7300				
	Project Name Governors Park - Underdrain Installation			
	CountyBerkeley			
!	Federal Identification Number 576000226			
(Congressional District # 6 PARD Class A			
ı	Amount of Funds Requested\$20,000			
II. Pr	oject Description			
This p	project will include the following work categories (Check the appropriate ories):			
	_ Development of New FacilitiesX Renovation of Existing Facilities			
	_ Planning			
This p	project will include the following specific work elements (Check the appropriate ents):			
<u>X</u>	_ Athletic Fields Athletic Courts Multi-Purpose Courts			
	Picnic Facilities Swimming Facilities Trails			
	_ Boating/Fishing Facilities Indoor Facilities			
	Support Facilities Consultant Services			

X Other (describe) Installation of underdrain system in portions of existing athletic fields to improve functionality and increase availability for use.

PROJECT APPLICATION, page 2.

III. Narrative Description

Describe in sufficient detail the work to be accomplished under this project and how the work will be accomplished.

This project consists of the installation of additional underdrainage around the 'Great Lawn' area of Governors Park. During the initial construction of the park, a limited underdrain system was installed to assist with drainage. However, the current system is not capable of meeting the drainage requirements. The lawn area is crowned in the center and constructed with a sand / peat growth zone on top of native soils. Due to the high clay content in the native soils, water that enters the growth zone tends to flow along the horizon between the two materials, accumulating in the outer (lower) edges of the field. As a result these areas take longer to dry out after a rain event, limiting their availability for use and creating the potential for turf damage as park users walk through the soggy areas to reach the dry fields.

The City recently received a Sports Development grant allocation through SCPRT to fund a portion of the cost of installing ballfield lighting for the Great Lawn. This work is being designed and permitted now, and the lighting system is currently scheduled to be installed over the summer of 2017. Having lights on these fields will greatly increase the amount of time that the fields could be used, which increases the need to address the existing drainage problem at the fields. A small portion of that grant has been identified for the installation of subdrainage in areas of critical need, and this project proposes to expand that work to fully address the need.

The project will include the following steps:

- Professional services required to update the approved drainage plans and properly size the underdrainage system;
- Trenching as needed to install the system, using a 6" wide chain trencher.
- Installation of the drainage materials. A slot-drain system designed for retrofitting existing fields will be used to minimize the size of the trenches and avoid problems with gravel fill spilling on finished turf surfaces.
- Backfilling the trenches with sand. After the drains are installed and backfilled with coarse sand, the existing turf will knit across the trenches within three weeks.

Our intent is to implement this work concurrent with or immediately following the ballfield lighting installation, minimizing the disruption and providing the improvements in time for the Fall athletics season.

IV. Proposed Site Location

A. Park Name

Governors Park

- B. Physical address of proposed site 165 Fairbanks Drive, Daniel Island, SC 29492
- C. Latitude and Longitude (degrees/minutes/seconds/dir) of proposed site 32.865401, -79.900408
- D. Pictures (color) 8 ½ x 11 of the proposed site before development or renovation.

 See attached.
- E. Project Location Map See attached.

V. Time Table
Give a proposed time table for the accomplishment of this proposed work:

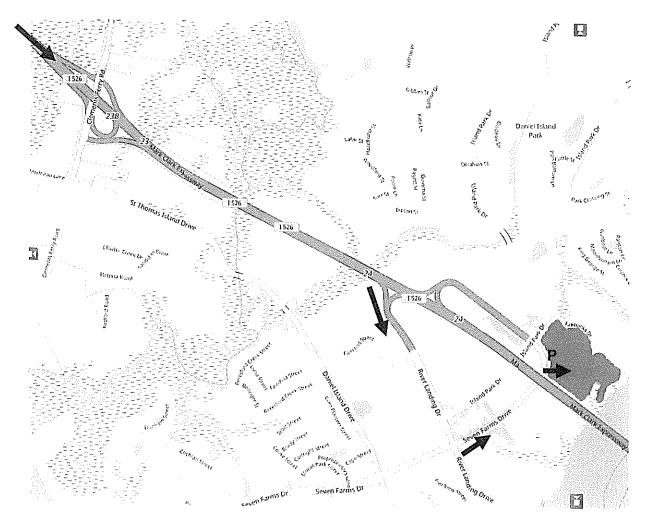
After grant agreements are in place, City staff will work with a local consultant to update the plans (1 - 2 months). Upon completion of the update, bids for the work will be sought in accordance with the City's Procurement policy (2 months). Installation of the system will require approximately two weeks, with another 3 weeks of turf repair required prior to use. Dependent upon weather, the total project will be completed in 4 - 6 months after availability of funds.

IV. Proposed Budget Breakdown for the Project:

This budget	is based on assumed quantities. Design quantities may vary.
\$ 5,000	Professional services related to sizing system and updating permits.
\$ 5,000	Mobilization / demobilization
\$25,000	Labor (trenching, pipe installation, backfill)
\$27,600	Materials (pipe, fittings, sand backfill)
\$ 5,000	Clean-up / site restoration / contingency
\$67,600	TOTAL COST OF PROJECT
\$20,000	Requested PARD funding
\$47,600	Proposed matching funds

Attachments are needed with <u>ALL</u> applications, even if we have them on file with another project. <u>Applications without all of the required information will be returned to the project sponsor and a complete package requested</u>.)

- 1) Project Location Map Provide a map showing the location of each project site. The map(s) is to be in **sufficient detail** (or written directions) so that the site(s) can be found without additional assistance. (*Please remember we are not from your area*).
- Copy of the appropriate deed or lease/joint use agreement for each proposed site.
- 3) Provide an **original** document showing the endorsements of the County's Legislative Delegation showing a weight factor of more than 50%.
- 4) Historical Significance Certification Form.
- 5) Pictures (color) 8 ½ x 11 of the proposed site before development or renovation.



LOCATION MAP – Governors Park

Not to Scale - Image from Pictometry

Directions from Columbia, SC
Begin on I-26 East towards Charleston
EXIT onto I-526 East towards Mount Pleasant
EXIT 24 onto River Landing Drive / Daniel Island
Travel approx. ¾-mile, then turn LEFT onto Seven Farms Drive
Travel approx. ½-mile, then turn RIGHT into parking lot for Governors Park
Project site is around the perimeter of the 'Great Lawn', immediately adjacent to the
parking lot.

DEED

Berkeley County Cynthia B. Forte Register of Deeds Moncks Corner 294616120

00003220 Vol: 8333 Ps:



Instrument Number: 2010-00003220

As

Recorded On: February 22, 2010

Deed

Parties: DANIEL ISLAND COMPANY INC

CHARLESTON CITY OF

Billable Pages:

Recorded By: CLAWSON & STAUBES

Num Of Pages:

9

Comment:

** Examined and Charged as Follows: **

Deed

14.00

Recording Charge:

14.00

Consideration

Tax Amount

Amount RS#/CS#

Deed Tax

0.00

D 745

Deed County Tax

0.00

Deed State Tax

0.00

EXEMPT

Tax Charge:

0.00

RECEIVED

Feb 22,2010

BERKELEY COUNTY SC JANET B. JUROSKO AUDITOR BERKELEY COUNTY SC

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Record and Return To:

Document Number: 2010-00003220

CLAWSON & STAUBES

Receipt Number: 266440

Recorded Date/Time: February 22, 2010 10:35:11A

126 SEVEN FARMS DRIVE SUITE 200

Book-Vol/Pg: Bk-R VI-8333 Pg-37

CHARLESTON SC 29492

Cashier / Station: B Edgerton / Cash Station 8



Cynthia B Forte - Register of Deeds

Governors Park Underdrain

6 of 27

STATE OF SOUTH CAROLINA)

INDENTURE DEED

COUNTY OF BERKELEY)

KNOW ALL MEN BY THESE PRESENTS, that THE DANIEL ISLAND COMPANY, INC., a South Carolina corporation (the "Grantor") in the State aforesaid, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, to it in hand paid by THE CITY OF CHARLESTON, a municipality organized under the laws of the State of South Carolina, (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these Presents does grant, bargain, sell and release, subject to the Permitted Exceptions as hereinafter defined, unto the Grantee, its successors and assigns the following described property, to-wit:

ALL those certain pieces, parcels or tracts of land situate, lying and being on Daniel Island, in the City of Charleston, Berkeley County, South Carolina, measuring and containing approximately 8.97 acres, known as Parcel J3, Block B all as more fully described on the attached Exhibit A, which is incorporated herein by reference.

Being a portion of the property conveyed to The Daniel Island Company, Inc. by Deed of Daniel Island Investments, L.L.C. dated November 9, 1998 and recorded in the Register of Deeds Office for Berkeley County in Book 1478, Page 16 on November 9, 1998 and by Corrective Deed of Daniel Island Investments L.L.C. dated March 22, 2001 recorded in Book 2198, Page 49 on March 28, 2001.

TMS No. 271-00-00-003

Grantee's Address: City Hall

Corner of Broad and Meeting Streets

Charleston, SC 29401

THIS CONVEYANCE IS MADE SUBJECT TO those restrictions set forth set forth in Exhibit "B" attached hereto (collectively the "Permitted Exceptions").

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Property belonging, or in anywise incident or appertaining.

(015310664)

TO HAVE AND TO HOLD, all and singular, the said Property before mentioned, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns forever.

AND, subject to the Permitted Exceptions, Grantor does hereby bind itself, its Successors and Assigns to warrant and forever defend, all and singular, the said Property unto the said Grantee, its Successors and Assigns, against itself and its Successors or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this indenture deed to be executed by its duly authorized officer or officials as of <u>January 26</u>, 2010.

SIGNED,	SEALED A	ND DI	ELIVERED
IN THE P	RECENICE	ንፑ•	

THE DANIEL ISLAND COMPANY, INC., a South Carolina Corporation

Matthew R. Sloan

Its President

THE CITY OF CHARLESTON

Its:

(01531066.4)

STATE OF SOUTH CAROLINA COUNTY OF BERKELEY) ACKNOWLEDGMENT)
Island Company, Inc., a South C	Public for South Carolina, do hereby certify that The Daniel Carolina corporation, by Matthew R. Sloan, its President is day and acknowledged the due execution of the foregoing
Witness my hand and offici	ial seal this the Hay of Boyan, 2010.
Notary Public for South Carolina My Commission Expires:	toin
STATE OF SOUTH CAROLINA COUNTY OF BERKELEY) ACKNOWLEDGMENT)
Charleston, by Joseph P. Liley this day and acknowledged the due	Public for South Carolina, do hereby certify that the City of its Movoe personally appeared before me execution of the foregoing instrument.
Witness my hand and offici	ial seal this the ZNd day of Tebniany, 2010.
Notary Public for South Carolina My Commission Expires: 7 16	TANYA J. NOONAN NOTARY PUBLIC State of South Carolina My Commission Expires Jul. 16, 2019

(01531066.4)

EXHIBIT "A" The Daniel Island Company, Inc. to The City of Charleston Property Description

Portion of Governor's Park Parcel J3, Block B 8.97 Acres

All that certain piece, parcel or tract of land located on Daniel Island situate, lying and being in Berkeley County, South Carolina, known as Governors Park, containing approximately 8.97 acres, more or less, as shown and designated on a plat by F. Elliotte Quinn, III, Professional Land Surveyor No. 10292, of Thomas & Hutton Engineering Co. entitled "A PLAT OF PARCEL H, BLOCK A & PARCEL J3, BLOCK B, DANIEL ISLAND PARK, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA PREPARED FOR DANIEL ISLAND COMPANY, INC.", dated June 22, 2009 and recorded in the Berkeley County Register of Deeds Office in Plat Cabinet , Pages 13-Pand 14-Pon Propagator, 2010; the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

Being a portion of the property conveyed to The Daniel Island Company, Inc. by Deed of Daniel Island Investments, L.L.C. dated November 9, 1998 and recorded in the Register of Deeds Office for Berkeley County in Book 1478, Page 16 on November 9, 1998 and by Corrective Deed of Daniel Island Investments L.L.C. dated March 22, 2001 recorded in Book 2198, Page 49 on March 28, 2001.

TMS No. 271-00-00-003

Exhibit "B" The Daniel Island Company, Inc. to The City of Charleston Permitted Exceptions

- 1. Taxes for the year 2010, a lien not yet due and payable.
- 2. Any taxes assessed under the rollback provisions of Section 12-43-220 (D-4) South Carolina Code of Laws, as amended.
- All matters shown on the Plat more fully described in Exhibit A.
- 4. Development Agreement among The Harry Frank Guggenheim and Daniel Island Development Company, Inc. and City of Charleston dated June 1, 1995 and recorded June 23, 1995 in Book 681 at Page 300 as amended by First Amendment dated June 9m 1997 and recorded in Book 1092 at Page 275, and by Second Amendment dated November 24, 1998 and recorded July 20, 1999 in Book 1685 at Page 74 and by Third Amendment dated March 8, 2000 and recorded in Book 1931 at Page 187 in the Register of Deeds Office for Berkeley County (collectively, the "Development Agreement").
- 5. Unrecorded Memorandum of Agreement by and among The Harry Frank Guggenheim Foundation, the U.S. Army Corps of Engineers, and the S.C. State Historic Preservation Office regarding archaeological sites on Daniel Island dated March 2, 1994.
- 6. Reservation of oil and gas right as contained in the deed from Alester G. Furman and Alester G. Furman, Jr., as Trustees to Harry F. Guggenheim dated October 27, 1955 and recorded November 4, 1955 in Book C-51 at Page 167 in the Register of Deeds Office for Berkeley County.
- Gas Transmission Easement between The Harry Frank Guggenheim Foundation and South Carolina Electric & Gas Company dated June 2, 1997 and recorded June 11, 1997 in Book 1086, Page 242 in the Register of Deeds Office for Berkeley County.
- 8. Gas Substation and Regulatory Station Easement between The Harry Frank Guggenheim Foundation and South Carolina Electric & Gas Company dated June 2, 1997 and recorded June 11, 1997 in Book 1086, Page 247 in the Register of Deeds Office for Berkeley County.
- Declaration of Covenants and Restrictions (Wetlands Mitigation Areas) dated May 19, 1994, recorded on May 23, 1994, in Book 509, Page 182 in the Register of Deeds Office for Berkeley County.
- 10. Shared Access Agreement among The Daniel Island Company, Inc., Daniel Island Associates L.L.C., and Daniel Island Riverside Developers, LLC dated May 3, 2002 and recorded May 3, 2002 in Book 2724 at Page 110 in the Register of Deeds Office for Berkeley County.

- 11. Cooperation Agreement between Owner Parties to the City Development Agreement between Daniel Island Investments L.L.C. and The Daniel Island Company, Inc. dated November 9, 1998 and recorded November 9, 1998 in Book 1478 at Page 242 in the Register of Deeds Office for Berkeley County.
- 12. Assignment and Assumption of Rights and Easements from The Harry Frank Guggenheim Foundation to Daniel Island Investments L.L.C. and The Daniel Island Company, Inc. dated June 24, 1997 and recorded June 25, 1997 in Book 1093 at Page 290 in the Register of Deeds Office for Berkeley County.
- 13. Assignment and Assumption of Rights and Easements from Daniel Island Development Company, Inc. and Daniel Island Company, Inc. dated June 24, 1997 and recorded June 25, 1997 in Book 1093 at Page 298 in the Register of Deeds Office for Berkeley County.
- 14. Assignment and Assumption Agreement from The Daniel Island Company, Inc. to Daniel Island Associates L.L.C. and dated November 9, 1998 and recorded November 9, 1998 in Book 1478 at Page 307 in the Register of Deeds Office for Berkeley County.
- 15. Portions of the property lying below the mean high water mark of abutting tidal water or within the adjoining marsh.
- 16. Jurisdiction of the US Army Corps of Engineers with respect to any portion of the property which may constitute wetlands or marshlands or navigable waters.
- 17. Reservation of temporary easement for pedestrian and vehicular access, ingress and egress and utilities in favor of Daniel Island Company, Inc. and Daniel Island Investments, L.LC. and from public roads to their respective retained properties as more fully set forth in the deed from Daniel Island Investments, L.L.C. to The Daniel Island Company, Inc. dated March 22, 2001 and recorded March 28, 2001 in Book 2198 at Page 49 in the Register of Deeds Office for Berkeley County.
- Drainage Easement from Daniel Island Associates L.L.C. to the City of Charleston dated June 6, 2000 and recorded January 12, 2001 in Book 2126 at Page 91 in the Register of Deeds Office for Berkeley County.
- 19. 20' existing utility easement and 20' reserved utility easement as shown on plat recorded in Plat Book P, Pages 162-B, 163-A, and 163-B in the Register of Deeds Office for Berkeley County.
- 20. Matters set forth in the deed from Daniel Island Investments L.L.C. to The Daniel Island Company, Inc. dated March 22, 2001 and recorded March 28, 2001 in Book 2198 at Page 49 in the Register of Deeds Office for Berkeley County including: (a) Covenants, restrictions and easement; and (b) Memorandum of Agreement Regarding Department of Army Permit Number 93-2T-154-P.

- 21. Interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law or by S.C. Code, Chapter 39, Title 48, as amended, or any regulations promulgated pursuant to said state or federal laws.
- 22. A survey entitled "A DHEC-OCRM Critical Line Survey of TMS # 271-00-00-006 and TMS # 271-00-00-003 Located on Daniel Island" made by Southeastern Surveying of Charleston, Inc. dated August 29, 2007.
- 23. Zoning ordinances of the City of Charleston, including the Daniel Island Master Plan, as the same may be amended from time to time.
- 24. Grantee shall construct Municipal Improvements on the Property in accordance with the Development Agreement, shall afford Grantor such approval rights as are set forth in the Development Agreement and shall only use the Property as a public park.
- 25. Grantor and Grantee acknowledge that the Grantee is contemplating constructing a boat ramp on the Property with related boat trailer parking to be located adjacent to the Property within the South Carolina Department of Transportation right of way. The parties agree that the boat trailer parking area shall be considered to be part of the park to be constructed on the Property and Grantor shall have the same approval rights with respect to the design of the boat ramp facilities as Grantor has for the Municipal Improvement constructed on the Property. The Grantor and Grantee agree that access to the boat ramp will be open to the public and vehicle access will be limited to the number of available boat trailer parking spaces. The City agrees to control vehicle access to the boat ramp area either by mechanical or manual means or signage, unless the Grantor consents otherwise, which consent shall not be unreasonably withheld. If any entity that provides funding for the boat ramp and related parking, including but not limited to South Carolina Department of Transportation, South Carolina Parks, Recreation and Tourism, South Carolina Department of Natural Resources and Charleston County Parks and Recreation Commission has specific requirements that relate to access, the Grantor agrees to consent to such funding requirements if the City can demonstrate to the Grantor's reasonable satisfaction that properties adjacent to Governor's Park, including the boat ramp, boat ramp parking, the non-boating parking for Governor's Park, the Family Circle Tennis Center, the property located at 126 Seven Farms Drive and the Publix Shopping Center will not be negatively impacted by overflow boat trailer parking.
- 26. Grantee acknowledges that the Property and the adjacent area if added to the park are part of the Daniel Island Master Plan and that design considerations are a vital element for the successful implementation of the Master Plan. Grantee shall deliver copies of its plans for any improvements for the Property and adjacent area to the Daniel Island Architectural Review Board (the "ARB") prior to commencement of construction for a courtesy review thereof and will consider in good faith the incorporation of the ARB's reasonable suggestions in the design of the improvements, subject to applicable budgetary constraints.

STATE OF SOUTH CAROLINA			Date of transfer of title
)	AFFIDAVIT	
COUNTY OF BERKELEY)		Closing Date: 2-2-2010

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

	, , , , , , , , , , , , , , , , , , , ,				
1.	I have read the information on this Affidavit and I understand such information.				
2.	The Property is being transferred by The Daniel Island Company, Inc. to The City of Charleston, a				
	municipality organized under the laws of the State of SC on FEB. 2, 2010; and				
3.	Check one of the following: The DEED is:				
	(a) subject to the deed recording fee as a transfer for consideration paid or to be paid in				
	money or money's worth.				
	(b) subject to the deed recording fee as a transfer between a corporation, a partnership, or				
	other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a				
	distribution to a trust beneficiary.				
	(c) <u>x</u> EXEMPT from the deed recording fee because Exemption No. 2. Explanation, if				
	required: transferring realty to the federal government or to the State, its agencies and				
	departments, and its political subdivisions, including school districts (If exempt, please skip				
	items 4-7, and go to item 7 of this affidavit).				
4.	Check one of the following if either item 3(a) or item 3(b) has been checked.				
	(a) The fee is computed on the consideration paid or to be paid in money or money's worth				
	in the amount of \$.				
	(b) The fee is computed on the fair market value of the realty which is \$				
	(c) The fee is computed on the fair market value of the realty as established for property tax				
5.	purposes which is \$				
э.	Check YES or NO X to the following: A lien or encumbrance existed on the land, tenement,				
	or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$				
6.	The Deed recording fee is computed as follows:				
0,	(a) \$ the amount listed in item 4 above.				
	(b) \$ the amount listed in Item 5 above (no amount place zero).				
•	(c) \$ Subtract Line 6(b) from Line 6(a) and place the result.				
7.	As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this				
•	transaction as: Legal representative				
8.	Check if Property other than Real Property is being transferred on this Deed:				
	(a) Mobile Home				
	(b) Other				
9,	DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of				
	deceased, CASE NUMBER: Personally appeared before me the undersigned				
	attorney who, being duly sworn, certifies that (s)he is licensed to practice law in the State of South				
	Carolina; that (s)he has prepared the Deed of Distribution for the Personal Representative in this Estate and				
	that the grantee(s) therein are correct and conform to the estate file for the above named decedent.				
	• • • • • • • • • • • • • • • • • • • •				
10.	I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent				
	affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand				
	dollars or imprisoned not more than one year, or both.				
CYMODA	V to this 19 day of FEBRUARY, 2010. Dan K. Low				
2 MOXO	Grantor, Oranged or Altorney that prepared this form				
(Granici, Oranjed or Anjoiney that prepared this form				
	while & Brow Nancy K. Tracy				
Notary 1	Public for South Carolina Type or Print Name here				
Му Сов	mission Expires: 8/31/2016				

(01531066.4)

Berkeley County Cynthia B. Forte Register of Deeds

00003221 Vol: 8333 Pa:



Moncks Corner 294616120

Instrument Number: 2010-00003221

As Deed

Recorded On: February 22, 2010

Parties: DANIEL ISLAND ASSOCIATES LLC

CHARLESTON CITY OF

Billable Pages:

4

Recorded By: CLAWSON & STAUBES

Num Of Pages:

9

Comment:

** Examined and Charged as Follows: **

Deed

14.00

Recording Charge:

14,00

Consideration

Tax Amount

Amount RS#/CS#

Deed Tax

0.00

D 746

Deed County Tax

0.00

Deed State Tax

0.00

EXEMPT

Tax Charge:

0.00

RECEIVED

Feb 22,2010

ASSESSOR BERKELEY COUNTY SC JANET B. JUROSKO AUDITOR BERKELEY COUNTY SC

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Record and Return To:

Document Number: 2010-00003221

CLAWSON & STAUBES

Receipt Number: 266440

126 SEVEN FARMS DRIVE

Recorded Date/Time: February 22, 2010 10:35:56A

SUITE 200

Book-Vol/Pg: Bk-R VI-8333 Pg-46

CHARLESTON SC 29492

Cashler / Station: B Edgerton / Cash Station 8

ER OF CHARLESTON

Cynthia B Forte - Register of Deeds

Governors Park Underdrain

15 of 27

STATE OF SOUTH CAROLINA)	
)	INDENTURE DEED
COUNTY OF BERKELEY)	

KNOW ALL MEN BY THESE PRESENTS, that DANIEL ISLAND ASSOCIATES L.L.C., a Delaware limited liability company (the "Grantor") in the State aforesaid, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, to it in hand paid by THE CITY OF CHARLESTON, a municipality organized under the laws of the State of South Carolina, (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these Presents does grant, bargain, sell and release, subject to the Permitted Exceptions as hereinafter defined, unto the Grantee, its successors and assigns the following described property, to-wit:

ALL those certain pieces, parcels or tracts of land situate, lying and being on Daniel Island, in the City of Charleston, Berkeley County, South Carolina, measuring and containing approximately 31.34 acres, known as Parcel H, Block A all as more fully described on the attached Exhibit A, which is incorporated herein by reference.

BEING a portion of the property conveyed to Daniel Island Associates L.L.C. by deed of Daniel Island Residential Investments, L.L.C. dated November 9, 1998 and recorded in Book 1478, page 286 in the ROD Office for Berkeley County on November 9, 1998.

TMS No. 271-00-00-006

Grantee's Address: City Hall

Corner of Broad and Meeting Streets

Charleston, SC 29401

THIS CONVEYANCE IS MADE SUBJECT TO those restrictions set forth set forth in **Exhibit "B"** attached hereto (collectively the "Permitted Exceptions").

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Property before mentioned, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns forever.

AND, subject to the Permitted Exceptions, Grantor does hereby bind itself, its Successors and Assigns to warrant and forever defend, all and singular, the said Property unto the said Grantee, its Successors and Assigns, against itself and its Successors or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this indenture deed to be executed by its duly authorized officer or official as of the day of <u>January</u> 26, 2010.

IN THE PRESENCE OF:

SIGNED, SEALED AND DELIVERED

Matthew R. Sloan
Its President

DANIEL ISLAND ASSOCIATES L.L.C.,

a Delaware limited liability company

Sanya J. nanan

THE CITY OF CHARLESTON

Its: Mayor

By: Papera Jurier Manhark Its: Clerk of Council of

STATE OF SOUTH CAROLINA COUNTY OF BERKELEY)))	ACKNOWLEDGMENT	
Associates L.L.C., a Delaware lim	ited liability	uth Carolina, do hereby certify that Daniel Island y company, by Matthew R. Sloan, its Presiden cknowledged the due execution of the foregoing	t
Witness my hand and officia	al seal this th	ne Thay of Bridger, 2010.	
Notary Public for South Carolina My Commission Expires:	2017		
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON)))	ACKNOWLEDGMENT	
Charleston, by Joseph P. Rule this day and acknowledged the due	ulf its _		f e
Witness my hand and officia	al seal this th	ne 2 Nd day of February, 2010.	
Notary Public for South Carolina My Commission Expires: 7 116	<u>19</u>	TANYA J. NOONAN NOTARY PUBLIC State of South Carolina My Commission Expires Jul. 16, 2019	
·			

(01531273.4)

00003221 Vol: 8333 Ps: 50

EXHIBIT "A" Daniel Island Associates L.L.C. to The City of Charleston Property Description

Portion of Governor's Park Parcel H, Block A 31.34 Acres

Being the same property conveyed to The Daniel Island Company, Inc. by Deed of Daniel Island Investments, LLC recorded in the Berkeley County ROD Office in Book 1478, Page 286 on November 9, 1998.

TMS No. 271-00-00-006

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Exhibit "B" Daniel Island Associates L.L.C. to The City of Charleston Permitted Exceptions

- 1. Taxes for the year 2010, a lien not yet due and payable.
- 2. Any taxes assessed under the rollback provisions of Section 12-43-220 (D-4) South Carolina Code of Laws, as amended.
- 3. All matters shown on the Plat more fully described in Exhibit A.
- 4. Development Agreement among The Harry Frank Guggenheim and Daniel Island Development Company, Inc. and City of Charleston dated June 1, 1995 and recorded June 23, 1995 in Book 681 at Page 300 as amended by First Amendment dated June 9m 1997 and recorded in Book 1092 at Page 275, and by Second Amendment dated November 24, 1998 and recorded July 20, 1999 in Book 1685 at Page 74 and by Third Amendment dated March 8, 2000 and recorded in Book 1931 at Page 187 in the Register of Deeds Office for Berkeley County (collectively, the "Development Agreement").
- 5. Unrecorded Memorandum of Agreement by and among The Harry Frank Guggenheim Foundation, the U.S. Army Corps of Engineers, and the S.C. State Historic Preservation Office regarding archaeological sites on Daniel Island dated March 2, 1994.
- Reservation of oil and gas right as contained in the deed from Alester G. Furman and Alister G. Furman, Jr., as Trustees to Harry F. Guggenheim dated October 27, 1955 and recorded November 4, 1955 in Book C-51 at Page 167 in the Register of Deeds Office for Berkeley County.
- Gas Transmission Easement between The Harry Frank Guggenheim Foundation and South Carolina Electric & Gas Company dated June 2, 1997 and recorded June 11, 1997 in Book 1086, Page 242 in the Register of Deeds Office for Berkeley County.
- 8. Gas Substation and Regulatory Station Easement between The Harry Frank Guggenheim Foundation and South Carolina Electric & Gas Company dated June 2, 1997 and recorded June 11, 1997 in Book 1086, Page 247 in the Register of Deeds Office for Berkeley County.
- Declaration of Covenants and Restrictions (Wetlands Mitigation Areas) dated May 19, 1994, recorded on May 23, 1994, in Book 509, Page 182 in the Register of Deeds Office for Berkeley County.
- 10. Shared Access Agreement among The Daniel Island Company, Inc., Daniel Island Associates L.L.C., and Daniel Island Riverside Developers, LLC dated May 3, 2002 and recorded May 3, 2002 in Book 2724 at Page 110 in the Register of Deeds Office for Berkeley County.

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- 11. Cooperation Agreement between Owner Parties to the City Development Agreement between Daniel Island Investments L.L.C. and The Daniel Island Company, Inc. dated November 9, 1998 and recorded November 9, 1998 in Book 1478 at Page 242 in the Register of Deeds Office for Berkeley County.
- 12. Assignment and Assumption of Rights and Easements from The Harry Frank Guggenheim Foundation to Daniel Island Investments L.L.C. and The Daniel Island Company, Inc. dated June 24, 1997 and recorded June 25, 1997 in Book 1093 at Page 290 in the Register of Deeds Office for Berkeley County.
- 13. Assignment and Assumption of Rights and Easements from Daniel Island Development Company, Inc. and Daniel Island Company, Inc. dated June 24, 1997 and recorded June 25, 1997 in Book 1093 at Page 298 in the Register of Deeds Office for Berkeley County.
- 14. Assignment and Assumption Agreement from The Daniel Island Company, Inc. to Daniel Island Associates L.L.C. and dated November 9, 1998 and recorded November 9, 1998 in Book 1478 at Page 307 in the Register of Deeds Office for Berkeley County.
- 15. Portions of the property lying below the mean high water mark of abutting tidal water or within the adjoining marsh.
- 16. Jurisdiction of the US Army Corps of Engineers with respect to any portion of the property which may constitute wetlands or marshlands or navigable waters.
- 17. Rights of upper and lower riparian owners in and to the waters adjoining or crossing the property and the natural flow thereof, free from diminution or pollution.
- 18. Reservation of temporary easement for pedestrian and vehicular access, ingress and egress and utilities in favor of Daniel Island Associates L.L.C. to and from public roads to its properties as more fully set forth in deed from Daniel Island Residential Investments L.L.C. to Daniel Island Associates L.L.C. dated November 9, 1998 and recorded November 9, 1998 in Book 1478 at Page 286 in the Register of Deeds Office for Berkeley County.
- 19. Matters set forth in the deed from Daniel Island Residential Investments L.L.C. to Daniel Island Associates L.L.C. dated November 9, 1998 and recorded November 9, 1998 in Book 1478 at Page 286 in the Register of Deeds Office for Berkeley County including: (a) Covenants, restrictions and easement; and (b) Memorandum of Agreement Regarding Department of Army Permit Number 93-2T-154-P.
- 20. Easement Agreement between Daniel Island Investments II, LLC and Daniel Island Investments L.L.C. dated December 22, 1997 and recorded October 7, 1998 in Book 1451 at Page 112 in the Register of Deeds Office for Berkeley County.
- 21. Easement from Daniel Island Associates L.L.C. to South Carolina Electric & Gas Company dated September 28, 2005 and recorded January 13, 2006 in Book 5294 at Page 36 in the Register of Deeds Office for Berkeley County.

- 22. Interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law or by S.C. Code, Chapter 39, Title 48, as amended, or any regulations promulgated pursuant to said state or federal laws.
- 23. A survey entitled "A DHEC-OCRM Critical Line Survey of TMS # 271-00-00-006 and TMS # 271-00-00-003 Located on Daniel Island" made by Southeastern Surveying of Charleston, Inc. dated August 29, 2007.
- 24. Zoning ordinances of the City of Charleston, including the Daniel Island Master Plan, as the same may be amended from time to time.
- 25. Grantee shall construct Municipal Improvements on the Property in accordance with the Development Agreement, shall afford Grantor such approval rights as are set forth in the Development Agreement and shall only use the Property as a public park.
- Grantor and Grantee acknowledge that the Grantee is contemplating constructing a boat 26. ramp on the Property with related boat trailer parking to be located adjacent to the Property within the South Carolina Department of Transportation right of way. The parties agree that the boat trailer parking area shall be considered to be part of the park to be constructed on the Property and Grantor shall have the same approval rights with respect to the design of the boat ramp facilities as Grantor has for the Municipal Improvement constructed on the Property. The Grantor and Grantee agree that access to the boat ramp will be open to the public and vehicle access will be limited to the number of available boat trailer parking spaces. The City agrees to control vehicle access to the boat ramp area either by mechanical or manual means or signage, unless the Grantor consents otherwise, which consent shall not be unreasonably withheld. If any entity that provides funding for the boat ramp and related parking, including but not limited to South Carolina Department of Transportation, South Carolina Parks, Recreation and Tourism, South Carolina Department of Natural Resources and Charleston County Parks and Recreation Commission has specific requirements that relate to access, the Grantor agrees to consent to such funding requirements if the City can demonstrate to the Grantor's reasonable satisfaction that properties adjacent to Governor's Park, including the boat ramp, boat ramp parking, the non-boating parking for Governor's Park, the Family Circle Tennis Center, the property located at 126 Seven Farms Drive and the Publix Shopping Center will not be negatively impacted by overflow boat trailer parking.
- 27. Grantee acknowledges that the Property and the adjacent area if added to the park are part of the Daniel Island Master Plan and that design considerations are a vital element for the successful implementation of the Master Plan. Grantee shall deliver copies of its plans for any improvements for the Property and adjacent area to the Daniel Island Architectural Review Board (the "ARB") prior to commencement of construction for a courtesy review thereof and will consider in good faith the incorporation of the ARB's reasonable suggestions in the design of the improvements, subject to applicable budgetary constraints.

STATE OF SOUTH CAROLINA)		Date of transfer of title
)	AFFIDAVIT	
COUNTY OF BERKELEY)		Closing Date: 2-2-2010
PERSONALLY appeared before me th	e undersigne	d. who being duly sworn.	denoses and save:

I have read the information on this Affidavit and I understand such information. 2. The Property is being transferred by Daniel Island Associates L.L.C. to The City of Charleston, a municipality organized under the laws of the State of SC on FEB. 2 , 2010; and 3. Check one of the following: The DEED is: subject to the deed recording fee as a transfer for consideration paid or to be paid in (a) money or money's worth. (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary, (¢) EXEMPT from the deed recording fee because Exemption No. 2_. Explanation, if required: transferring realty to the federal government or to the State, its agencies and departments, and its political subdivisions, including school districts (If exempt, please skip items 4-7, and go to item 7 of this affidavit). Check one of the following if either item 3(a) or item 3(b) has been checked. 4. The fee is computed on the consideration paid or to be paid in money or money's worth in (a) the amount of \$ **(b)** The fee is computed on the fair market value of the realty which is \$ The fee is computed on the fair market value of the realty as established for property tax (c) purposes which is \$ 5. or NO X Check YES to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$ 6. The Deed recording fee is computed as follows: (a) the amount listed in item 4 above. (b) \$ the amount listed in Item 5 above (no amount place zero). Subtract Line 6(b) from Line 6(a) and place the result. (c) 7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as: Legal representative 8. Check if Property other than Real Property is being transferred on this Deed: Mobile Home (a) **(b)** Other 9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of deceased, CASE NUMBER: . Personally appeared before me the undersigned attorney who, being duly sworn, certifies that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Representative in this Estate and that the grantee(s) therein are correct and conform to the estate file for the above named decedent. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent 10. affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both. SWORN to this 19 day of FERRUARY, 2010. Grantor, Grantee or Augmey that prepared this form Notary Public for South Carolina Type or Print Name here My Commission Expires: 8/31/2016

(01531273.4)

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM PARK AND RECREATION DEVELOPMENT FUND

ENDORSEMENT FORM

endorse the follow	ing Project,	C Sponsor, and Amount	: for funding und	e Delegation, er the South
Carolina Park and	Recreation [Development Fund (PA	ARD) Program.	
Sponsor:(City of Charle	eston, Department of	<u>Parks</u>	man in
Project Name:	Governors	Park – Underdrain	Installation	
PARD Amount: \$	20,000.00)		
ENDORSEMENT: 50% for the abo without weight f	ve-mention	es combined weight ned county. <u>Applica</u> <u>f</u> .)	factor must b tions cannot b	e greater than <u>e processed</u>
NAME (type or pri	nt)	SIGNATURE		WEIGHT FACTOR
				%
				%
The time and the second			···	%
				%
	<u>.</u>			%
	77			%
				%
VALUE .	····			%
Form must be con	npleted, sigr	ned and returned to us	s WITH the appli	cation.

(Form must be completed, signed and returned to us <u>WITH the application</u>. Applications <u>cannot</u> be processed without this signed and dated form.)

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM PARK AND RECREATION DEVELOPMENT FUND

HISTORICAL SIGNIFICANCE CERTIFICATION FORM

AGENCY NAME: City of Charleston, Department of Parks
PROJECT NAME: Governors Park Underdrain Installation
I hereby certify that the above named project:
(Select One)
\underline{X} Will \underline{Not} Have an impact on existing or potentially eligible National Register site(s).
Will Have an impact on existing or potentially eligible National Register site(s) Please explain:
Matthew M. Compton, RLA PRINTED NAME
Special Projects Administrator TITLE SIGNATURE
January 12, 2017 DATE

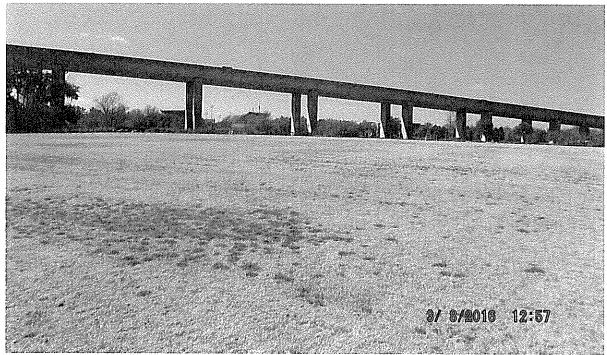
(Form must be completed, signed and returned to us <u>WITH the application</u>. Applications <u>cannot</u> be processed without this signed and dated form.)



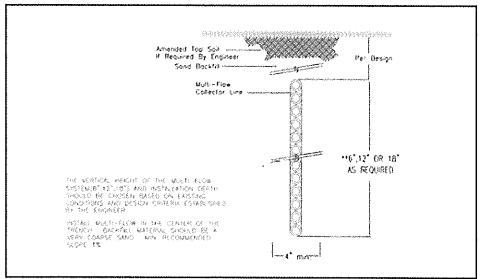
Aerial image from Pictometry – Project site is around the perimeter of the Great Lawn area, shown with dashed lines.

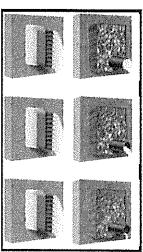


West side of project area – The Great Lawn is crowned along the center, shedding water to east and west. Water accumulates in the sand / peat growing media on top of the native clay soils, creating soggy conditions. The weed growth (darker green plants) across this lower portion of the field is indicative of weaker turf, which is directly related to the drainage issue.



East side of project area – Similar conditions exist on the east side as well. Even with the aggressive crown of the Great Lawn, water accumulates in the soil before flowing off the playing area.





A properly placed sand filter will dramatically extend the life of a drainage system.

Project approach – We propose to use an engineered drainage system such as the <u>Multi-Flow</u> system by Varicore Technologies, Inc. The images above are from their product literature. This type of system has multiple benefits over the traditional French drain installation, with the ease of installation / minimal impact to existing finishes one of the most important aspects. The final size and layout will be determined during the engineering / permitting phase of the project.

CPR COMMITTEE and/or COUNCIL AGENDA

John J. Tecklenburg, Mayor

TO:

8.

FROM:	Matt Compton / Matt	Frohlich	DEPT	Parks – Capital P	rojects		
SUBJECT:	2017 PARD GRANT APPLICATION – LENEVAR PARK PLAYGROUND EQUIPMENT REPLACEMENT & RELATED IMPROVEMENTS						
REQUEST: Approval of grant application for 2017 Park And Recreation Development (PARD) funding. This funding would be used to construct a new playground at Lenevar Park, with the existing equipment removed upon completion. Scope of work includes site preparation, purchase and installation of new playground equipment, purchase and installation of safety surfacing, and related site improvements.							
	This grant provides 80% of the cost of a project, with the remaining 20% to be provided as matching funds. The grant funding available is \$55,055.31 (per capita distribution administered by Charleston County Park & Recreation Commission), requiring a \$13,763.83 match (source TBD). Total project funding is \$68,819.14. Funding will be available by June, 2017.						
	The grant announcem of total available fund to CC PRC by 1 /12/17 an after-the-fact reque	ng, and was not maile in order to meet the L	ed out until 12	/ <mark>22/2016. Applicatio</mark> r	ns were due		
COMMITTE	E OF COUNCIL:	Ways & Means	DATE	E: February 14	, 2017		
COORDINA	TION: This request h	as been coordinated	with: (attach a	ll recommendations/	reviews)		
CPR Committee Chair Corporate Counsel Capital Projects Director Grant Manager Was funding previously approved? Yes N/A Signature of Individual Contacted Attachment Cantual Can							
•	de the following: Dept			Acct # N/A			
Balance in A	Account N/A	Amount need		•			
NEED : ld	entify any critical time		Project Numb	er <u>N//</u>	<u> </u>		
CFO's Sign		ny Wharr	K				
FISCAL IMPACT: There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to SCPRT. However, the fiscal impact will occur if the grant application is approved for award. A funding source will be determined at the time of the grant award.							
Mayor's Sig	gnature:	I John J	Tecklenburg	Mayor			

City of Charleston

John J. Tecklenburg Sbayor

, g South Earolina Capital Projects Edmund Most Director

MEMORANDUM

TO: John J. Tecklenburg

FROM: Matthew M. Compton,

Special Projects Administrator

DATE: January 23, 2017

RE: 2017 PARD Grant Application

Lenevar Park - New Playground & Related Improvements

The annual Park And Recreation Development (PARD) Grant process administered by the Charleston County Parks & Recreation Commission (CCPRC) experienced a hiccup in the schedule this year. Due to a substantial one-time allocation of additional funding by the General Assembly in this fiscal year, the funding available to the City of Charleston is nearly ten times that of our 2016 allocation. CCPRC's schedule was delayed slightly while awaiting the additional funding, and the submission deadline was accelerated approximately two weeks due to the local Legislative Delegation calendar.

As a result, we had less than three weeks between the 12/22/16 announcement and the 1/12/17 due date to prepare and submit the application. This project application is being presented to City Council for an 'after-the-fact' approval. After it is approved at the state level, a funding agreement will be submitted to Council for approval prior to acceptance. We anticipate funding will be available by June.

Our application is for a project that fully addresses an identified need. The existing playground at Lenevar Park was installed in the early 1990s and, while safe, is extremely lacking by today's standards. The amount of funding available through this year's PARD Grant program is enough to install a suitable playground that will provide at least two decades of good service. As this new playground will be shifted to a more visible location within the park, the project includes site work as necessary to create the new play space and link it to the existing exercise trail.

This new playground will build upon the other modifications completed in Lenevar Park in recent years. During the upcoming design development process, staff will contact the surrounding communities to solicit their input. Our intent is to have the new playground in place by the end of 2017, in time for the park's 45th "birthday".



JOHN J. TECKLENBURG

MAYOR

January 11, 2017

Mr. David Bennett Asst. Executive Director Charleston County Parks & Recreation Commission 861 Riverland Drive Charleston, SC 29412

Re: FY2017 PARD Grant Application

Dear Mr. Bennett:

The City of Charleston is pleased to present the attached application for the upcoming *Park And Recreation Development* (PARD) grant funding for 2017.

With the additional one-time appropriation from the SCPRT, the available funding allows us to address a significant need. The project we have selected will replace the aging playground in Lenevar Park with a modern play space capable of 20 or more years of service. This park is nestled between several established residential communities in the West Ashley area, and has been an important part of the City's park system for almost 45 years.

Please extend our appreciation to your staff and Commission members for the work that CCPRC puts into administering the PARD program for Charleston County. Your efforts allow these funds to be accessed in an efficient and timely manner, which enables us to better serve the needs of the citizens.

Sincerely,

onn J. Lecklenburg

Mayor, City of Charleston

JJT:mdh

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM PARK AND RECREATION DEVELOPMENT FUND

PROJECT APPLICATION

I. General Information
Project Sponsor <u>City of Charleston, Department of Parks</u>
Mailing Address 823 Meeting Street
Charleston, SC 29403
Email ComptonM@charleston-sc.gov Zip 29403
Contact Person Matthew M. Compton
Phone Number (843) 973-7210 Fax (843) 724-7300
Project NameLenevar Park - New Playground & Related Improvements_
CountyCharleston
Federal Identification Number 57-6000226
Congressional District # PARD ClassA
Amount of Funds Requested \$55,055.31
II. Project Description
This project will include the following work categories (Check the appropriate categories):
Development of New FacilitiesX Renovation of Existing Facilities
Planning
This project will include the following specific work elements (Check the appropriat elements):
Athletic Fields Athletic Courts Multi-Purpose Courts
Picnic Facilities Swimming Facilities Trails
Boating/Fishing Facilities Indoor Facilities
Support Facilities Consultant Services
X Other (describe) Playground equipment, site work required for installation,

safety surfacing, and ADA-compliant connections to existing trail system.

PROJECT APPLICATION, page 2.

III. Narrative Description

Describe in sufficient detail the work to be accomplished under this project and how the work will be accomplished.

Lenevar Park is a 7.8-acre suburban facility, nestled between several established residential neighborhoods. The City of Charleston acquired the property in in 1972 and began initial development the next year. As the needs of the surrounding community have changed, we have updated the park facilities. At present, there are four tennis courts, a multipurpose ballfield, two half-court basketball courts, a small community recreation building, a 1/3-mile exercise trail (2008 PARD project) and a small playground.

The existing playground was installed in 1994 to replace outdated equipment from the initial construction of the park. Most of these play elements are still in place, although a hazardous slide was removed in 2004 and replaced with a climber. At the time, the playground building was an open shelter, allowing for a clear line-of-sight to the play area from all areas of the park. When the shelter was converted to provide greater programming flexibility, the play area became visually isolated from the parking lot at the western entrance to the park. This project will provide a new playground adjacent to the existing playground building, generally the same distance from the building entrance while much more visible to park users.

At this point, we have a proposed location but no specific plans for the improvements. Plans for the new playground area will be developed in consultation with interested neighbors and programming staff familiar with the site. We anticipate the finish grade of the safety surface will be up to 1.0' above the existing turf, allowing for proper drainage and extended service life for the surfacing materials. An appropriate border will be used to define the area, and ADA-compliant path(s) will connect the area to the loop trail.

Following the development of plans for the improvements and receipt of required permits, the new playground equipment will be ordered and work will start on site preparations. This will include minor grading and drainage work necessary to prepare the site for the new equipment and the installation of a border around the new play area. The playground equipment will be installed along with appropriate safety surfacing and subsurface drainage. Following the completion of the new playground, the existing play equipment will be removed.

Construction, permit and bid documents will be developed by City staff as required. Work will be accomplished through contracts awarded to qualified contractors through the City's standard procurement process. We anticipate the design, permitting and contracting to require approximately six months. After the new equipment is ordered, an additional four to six months of on-site work will be necessary to complete the project.

IV. Proposed Site Location

- A. Park Name: LENEVAR PARK
- B. Physical address of proposed site: 1305 South Lenevar Drive, Charleston, SC 29407
- C. Latitude & Longitude (degrees/minutes/seconds/dir) of proposed site 32.805018, -80.004014
- D. Pictures (color) 8 ½ x 11 of the proposed site before development or renovation: ATTACHED
- E. Project Location Map: ATTACHED

V. Time Table

Give a proposed time table for the accomplishment of this proposed work:

- 1Q 2017: Begin in-house work on design (no funding or match used).
- 2Q 2017: Funding agreement approved. Finalize plans & permits.
- 3Q 2017: Begin procurement process. Award contract(s).
- 4Q 2017: Implement work on site. Remove old play equipment.

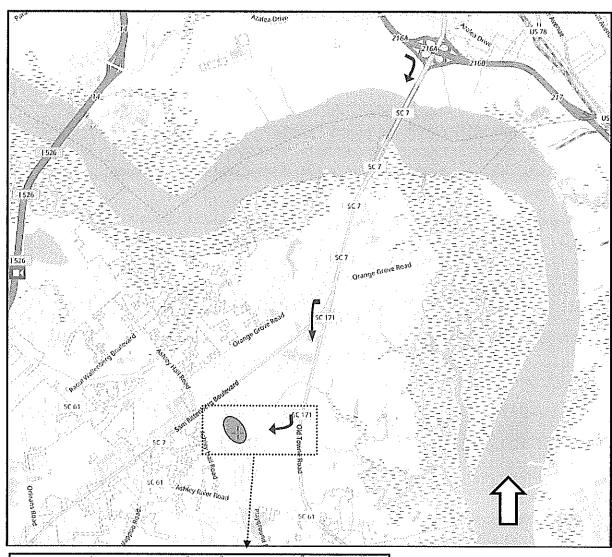
IV. Proposed Budget Breakdown for the Project:

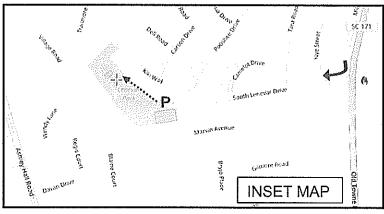
9	Develop plans & specifications	
0	Solicit bids	
9	Site preparations	\$ 7,500.00
•	Play equipment, incl. installation	\$ 54,000.00
•	Playground border and ADA paths	\$ 6,000.00
0	Remove old equipment; misc. site repairs	\$ <u>1,319.14</u>
		\$ 68,819.14

PARD funding request: \$55,055.31 <u>Cash match:</u> \$13,763.83 TOTAL FUNDING: \$68,819.14

Attachments are needed with <u>ALL</u> applications, even if we have them on file with another project. <u>Applications without all of the required information will be returned to the project sponsor and a complete package requested</u>.)

- 1) Project Location Map Provide a map showing the location of each project site. The map(s) is to be in **sufficient detail** (or written directions) so that the site(s) can be found without additional assistance. (*Please remember we are not from your area*).
- 2) Copy of the appropriate deed or lease/joint use agreement for each proposed site.
- 3) Provide an **original** document showing the endorsements of the County's Legislative Delegation showing a weight factor of more than 50%.
- 4) Historical Significance Certification Form.
- 5) Pictures (color) 8 ½ x 11 of the proposed site before development or renovation.





Location Map

SEE MAP ABOVE - Not to Scale

I-26 East towards Charleston.

EXIT 216A (Hwy. 7 / 171) towards Charleston.

Stay LEFT on Hwy 171 (Old Towne Road).

Turn RIGHT onto South Lenevar Drive. Intersection is located at flashing light. SEE INSET MAP - Not to Scale

Travel to end of road to parking lot at entrance to LENEVAR PARK (next to tennis courts). Walk RIGHT on paved trail approx. 600 feet. Project site will be on left.

<u>Deed</u>

Voted No. 106-Title to Real Edite by a Companition

The State of Bouth Carolina,

VMERE'S: at a mostling of the Hoard of Directors of THE CHARLESTON CORPORATION, duly cal'ed and hold, it was unanimously resolved that the premises hereinafter concribed be sold to UTTY GCANGIL OF CHARLESTON for the consideration hereinafter expressed, and that the President of said corporation execute, seal and deliver the corporation's deed to the purchaser conveying said property in fcc simple;

KNOW ALL MEN BY THESE PRESENTS, That

THE CHARLESTON OCRPORATION

in the State oforesciá, for a

in consideration of the sum of

en it in hand pold at and before the scaling of these presents, by GITY COUNCIL OF CHARLESTON

in the State oferesold,

(the receipt whereof is hereby acknowl leed)

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, un-

to the said CITY COMMOIL OF CHARLESTON, its successors and assigns forever:

ALL that lot, piece or parcel of land, situate, lying and being in the City of Charleston, County of Charleston, State of south Carolina, and adjoining Lenevar and Heathwood Subdivisions.

Taid property measuring and containing seven and forty-four one-hundredths (7.44) acres, and being more particularly shown on a plat of Sigma Engineers, Inc., dated a stember 15, 1971, and entitled "PLAT OF A 7.44 ACRE TRACT ABOUT TO BE CONVEYED BY THE CHARLESTON CORPORATION TO THE CITY OF CHARLESTON. SAID TRACT ADJOINING LEMENAR AND HEATHMOOD SUBDIVISIONS, CHARLESTON COUNTY, S. C.", which is recorded in the BMC Office for Charleston County in Plat Book A-B , at Page 88

SEING v portion of the property conveyed to The Charleston Corporation by deed dated February 28, 1958 and recorded in the RMG Office for Charleston County in Book V-64, Page 643, by Charles J. Ravenel.

GRANTTE'S at AESS: City Hall Charleston, S. C.

MORETHER with all and singular the Rights, Members, Hereditaments and Appartenances to the said Fremies belonging, or in anywho incident or appending.

TO MAYE AND TO HOLD, all and singular the said premises before mentioned unto the said CITY COUNCIL OF CHARLESTON, 1ts successors thologoud Aulgos forever



And the sold THE CHARLESTON CORPORATION

does hereby blad itself

and its successors, to warrant and forecer defend all and singular the said premises

unto the said CITY COUNCIL OF CHARLESTON, its successors

Moirzand Assigns, against itself and its successors and z11 other persons whomsoever lawfully elaiming or to claim the same, or any part thereof.

- IN WITNESS WHEREOF THE CHARLESTON CORPORATION

has caused

these presents to be executed in its name by ARTHUR RAVEIEL, JR.

President weekby

Atoc

(Inter some of Sec. or Treat)

and the corporate seal to be hereto affixed this 24th day of Hovember

in the year of our Lord one thousand nine hundred and seventy-two

, and in the one

114

hundred and ninety-seventh

year of the Soccreignty and Independence of the United

States of America.

Signed, Scaled and Delicered !]

in Fresence of

X SECTOR PLANT AND ADDRESS PARTY

The Sinte of South Carolina.

County of CHARLESTON

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PERSONALLY appeared before me Holon A. Flood who, on eath, says thawho saw the within named THE CHARLESTON CCAPCHATICH

ARTH'A RAVENEL, JR.
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citiest the same, and the said Corporation, by said officers, each

void Doed, and, as its act and doed, deliver the same, and that he with Doll Glesgon (form the start)

witnessed the execution thereof.

(Witness)

November

A. D. 1072.

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The **State** of South Carolina.

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SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM PARK AND RECREATION DEVELOPMENT FUND

HISTORICAL SIGNIFICANCE CERTIFICATION FORM

AGENCY NAME:City of Charleston, Department of Parks
PROJECT NAME: Lenevar Park - New Playground and Related Improvements
I hereby certify that the above named project:
(Select One)
\underline{X} Will \underline{Not} Have an impact on existing or potentially eligible National Register site(s).
Will Have an impact on existing or potentially eligible National Register site(s) Please explain:
Matthew M. Compton, RLA PRINTED NAME
Special Projects Administrator TITLE SIGNATURE
1.11.2017 DATE

(Form must be completed, signed and returned to us <u>WITH the application</u>. Applications <u>cannot</u> be processed without this signed and dated form.)

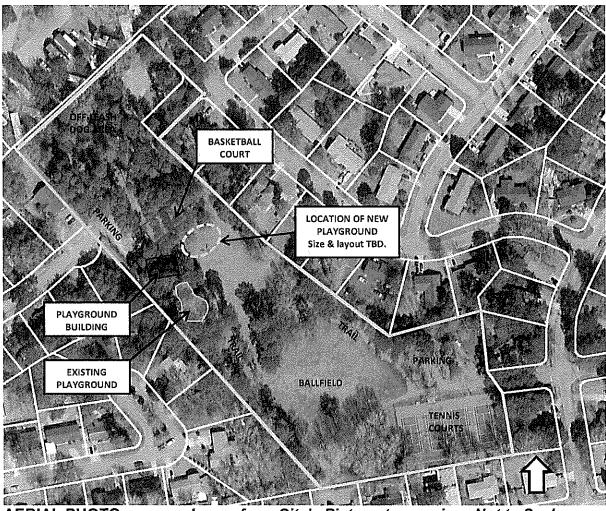
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM PARK AND RECREATION DEVELOPMENT FUND

ENDORSEMENT FORM

	<u>Charleston</u> Co owing Project, Sponsor, and An I Recreation Development Fund	
Sponsor: <u>City of Charl</u> e	eston, Department of Parks	
Project Name: <u>Lenevar</u>	Park - New Playground & R	elated Improvements
PARD Amount: \$ 55,05	5.31	
` -	ories combined weight factorioned county. <u>Applications (</u> ted.)	-
NAME (type or print)	SIGNATURE	WEIGHT FACTOR
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(Form must be completed, signed and returned to us <u>WITH the application</u>. Applications **cannot** be processed without this signed and dated form.)

Site Plan / Photos



AERIAL PHOTO Image from City's Pictometry service. Not to Scale

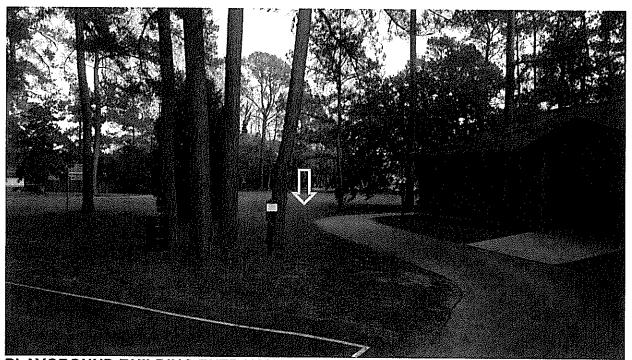
PARD FY 2017

City of Charleston

EXISTING CONDITIONS – Viewed from Ballfield area



EXISTING PLAYGROUND Viewed from location of New Playground. This equipment will be removed following installation of the new equipment. Basketball court is to the right.



PLAYGROUND BUILDING ENTRANCE

Viewed from Loop Trail at corner of Basketball Court, with parking to the photographer's right-rear. Existing playground is located behind building. The new Playground will be constructed in clearing beyond trees in foreground (arrow), providing a better relationship to building entrance. The new play area will be connected to the trail to provide an accessible access.

COMMITTEE / COUNCIL AGENDA

q.)

TO:	John J. Tecklenburg, Mayor		
FROM:	Michael Mathis	DEPT.	Traffic & Transportation
SUBJECT:	Maybank Highway Widening Project		
REQUEST:	Approve Maintenance Agreement & C	ontract l	petween the South Carolina
	Department of Transportation, Charles	ton Cou	nty, and the City of Charleston for
	the Maybank Highway Widening Proj	ect 🔭	
COMMITTEE	OF COUNCIL: Ways & Means	D#	TE: February 14, 2017
COORDINATIO	<u>ON:</u> This request has been coordinated v	with: <i>(atta</i>	nch all recommendations/reviews)
FUNDING: If yes, provide Balance in Acc	tment X	A Kron	No N/A X Account #:
CFO's Signatu FISCAL IMPAC			
Mayor's Signa	iture: AAA Tang	Tecklenbu	irg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

^{*} City agrees to be responsible for routine maintenance of nonstandard improvements to the Project's sidewalks and traffic signals, and for care and monitoring of historic trees in the Project's corridor.

CFDA No. 20.205 Highway Planning & Construction Project No.
General Ledger:
Activity Code:
Objective Code:
PIN:
File No.;

Maintenance Partnership Agreement & Contract
Between
South Carolina Department of Transportation,
Charleston County,
and the
City of Charleston

THIS AGREEMENT is made this	day of	, 20	, by and b	etween the
South Carolina Department of Transpo	rtation (hereinaf	ter referred to as '	SCDOT").	Charleston
County (hereinafter referred to as "Cou				
as "City") (collectively referred to as "I	Parties").	•	· "	

WITNESSETH THAT:

WHEREAS, SCDOT, County, and City are desirous of entering into this Agreement to grant a continuous license to both County and City to enter SCDOT's right-of-way to conduct routine maintenance of non-standard improvements and enhancements associated with the Maybank Highway Widening Project; and

WHEREAS, SCDOT and County have entered into a Cooperative Intergovernmental Agreement (IGA-04-07), which covers the Maybank Highway Widening Project; and

WHEREAS, County plans to install non-standard improvements, features, and enhancements as part of the Maybank Highway Widening Project; and

WHEREAS, SCDOT will not undertake maintenance responsibilities for these non-standard improvements, features, and enhancements; and

WHEREAS, the SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the County and City are bodies politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out their functions covered under this Agreement; and

WHEREAS, the County and City have agreed to undertake maintenance responsibilities for the non-standard improvements, features, and enhancements described herein;

MAJ-1-17

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, the Parties do hereby agree as follows:

<u>I.</u> <u>PROJECT DESCRIPTION:</u>

The Maybank Highway Widening Project is generally described as follows: The widening of the existing two-lane typical section to a four-lane section from River Road (S-54) to existing four-lane at bridge over Penny's Creek, sidewalks, drainage improvements, pedestrian accommodations, and protection of historic trees in the project corridor.

The Maintenance Project (hereinafter identified as "PROJECT") is identified in general terms as the maintenance of the non-standard improvements, features, and enhancements incorporated into the Maybank Highway Widening Project that are beyond SCDOT's normal maintenance standards for transportation materials, structures, and workmanship. The non-standard improvements, features, and enhancements that are the subject of this PROJECT consist of: sidewalks, signals at the intersection of River Road (S-54) and Maybank Highway (SC 700), outfall ditches, monitoring of trees, and compliance with conditions imposed by the State Historic Preservation Office (attached hereto and incorporated herein as Attachment A).

EXHIBIT "B," attached hereto and specifically made a part of this agreement, represents additional PROJECT details and a map depicting the PROJECT area.

II. PERIOD OF PERFORMANCE:

The effective date of this Agreement is the date of execution by the Parties hereto. This Agreement will remain in effect unless terminated pursuant to Section VII. f.: Termination.

III. SCDOT WILL:

- a. Assign a SCDOT employee to serve as liaison and contact between the Parties hereto.
- b. Assist County and City in the preparation and securing of appropriate Encroachment Permits.
- c. Grant County and City licenses to enter onto SCDOT right-of-way at the area identified by the Encroachment Permits. The purpose of these licenses to enter is limited to routine maintenance to the improvements, features, and enhancements identified herein. Such entry will be limited to the scope of work identified in the Encroachment Permits. No additional encroachment beyond that contemplated by the original Encroachment Permits is allowed. If additional maintenance, enhancement, or beautification efforts, different from the original scope of work identified in the Encroachment Permits, is requested, the requestor will be required to submit a new Encroachment Permit identifying the new scope of work. Entry onto SCDOT right-of-way pursuant to this Agreement may be made without notice to SCDOT.

IV. COUNTY WILL:

- a. Accept responsibility for the maintenance of the outfall ditches associated with the Maybank Highway Widening Project.
- b. Secure appropriate Encroachment Permits outlining any extraordinary maintenance efforts on SCDOT rights-of-way that may include any special or non-standard features that may be incorporated into the Maybank Highway Widening Project. Encroachment Permits shall be obtained after the Widening Project is complete and before incorporation into the state system.
- c. Post all necessary traffic control devices and take all necessary precautions in conformance with SCDOT traffic control standards and as required by SCDOT along SCDOT right-of-way prior to and during the performance of any maintenance efforts.
- d. Within the limitations of the South Carolina Tort Claims Act (S.C. Code Sections 15-78-10 et seq. (as amended)), County will be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on County's part, or the part of any employee or agent of County in performance of the work undertaken under this Agreement.
- e. Insert an indemnification clause into all contracts with contractors and subcontractors which requires the contractor and subcontractor to indemnify and hold harmless County, the State of South Carolina, and SCDOT from any liability, claims, or damages which may arise from the performance of work on or within SCDOT right-of-way.

V. CITY WILL:

- a. Accept responsibility for the maintenance of the sidewalks installed as part of the Maybank Highway Widening Project.
- b. Maintain all signals at the intersection of River Road (S-54) and Maybank Highway Widening Project (SC 700). This Agreement shall not impose any additional signal maintenance responsibilities on City, nor shall it modify any existing signal maintenance agreement between SCDOT and City.
- c. Monitor trees within the Project corridor for five years after the Maybank Highway Widening Project is substantially complete.
- d. Comply with all special conditions outlined by the State Historic Preservation Office in Attachment A.
- e. Secure appropriate Encroachment Permits outlining any extraordinary maintenance efforts on SCDOT rights-of-way that may include any special or non-standard features that may be incorporated into the Maybank Highway Widening Project.

MAI-1-17

Encroachment Permits shall be obtained after the Widening Project is complete and before incorporation into the state system.

- f. Post all necessary traffic control devices and take all necessary precautions in conformance with SCDOT traffic control standards and as required by the SCDOT along the SCDOT right-of-way prior to and during the performance of any maintenance efforts.
- g. Within the limitations of the South Carolina Tort Claims Act (S.C. Code Sections 15-78-10 et seq. (as amended)), the City will be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the City's part, or the part of any employee or agent of the City in performance of the work undertaken under this Agreement.
 - 1. Pursuant to S.C. Code Section 57-5-140, SCDOT shall not be liable for damages to property or injury to persons, as otherwise provided for in the South Carolina Tort Claims Act, as a consequence of any negligence by City in performance of maintenance work by City.
- h. Insert an indemnification clause into all contracts with contractors and subcontractors which requires the contractor and subcontractor to indemnify and hold harmless City, the State of South Carolina, and the SCDOT from any liability, claims, or damages which may arise from the performance of work on or within the SCDOT right-of-way.

<u>VI.</u> <u>FUNDING:</u>

a. County and City are responsible for funding their respective maintenance activities described by this Agreement. SCDOT will not fund these maintenance activities.

VII. GENERAL:

- a. <u>DISPUTES</u>. All claims or disputes shall be filed with the SCDOT Program Manager. All Parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the Program Manager, the Parties may appeal the claim or dispute to the appropriate SCDOT Deputy Director. The Deputy Director's decision in the matter shall be final and conclusive for all Parties.
- b. <u>NOTICES</u>. All notices and other correspondence will be officially delivered as follows:
 - 1. As to SCDOT:

South Carolina Department of Transportation SCDOT – District 6 Charleston County Resident Maintenance Engineer 2401 Maintenance Way North Charleston, SC 29406

2.	As to Charleston County:	
2	As to City of Charleston	
٥,	As to City of Charleston: City of Charleston Mayur John J. To	ecklen burg
	So Broad St. Charleston, SC 29	401

- c. <u>COMPLIANCE WITH LAWS</u>. The Parties hereto agree to conform to all SCDOT, State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- d. <u>AMENDMENTS</u>. The Parties, or their authorized agents, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, and amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.
- e. <u>REVIEWS/APPROVALS</u>. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- f. <u>TERMINATION</u>. This Agreement may be terminated by SCDOT in the event of substantial failure by County or City to properly maintain the improvements and enhancements identified in this Agreement. If this Agreement is terminated with respect to one Party, the Agreement shall remain binding as to the other Party. In the event of Termination, the defaulting Party shall be responsible for any cost associated with SCDOT performing the required maintenance or removing the special features of nonstandard material from SCDOT's right of way.
- g. <u>FUTURE CONSTRUCTION PROJECTS</u>. The Parties acknowledge SCDOT's resurfacing program and other construction programs do not account for the cost of protecting or replacing non-standard improvements, features, or enhancements. These costs are the sole responsibility of the Party in whose jurisdiction the improvement, feature, or enhancement is situated. SCDOT will notify the Parties prior to resurfacing or construction and provide a time period for the Parties to provide the additional funding for one of the following:

MAI-1-17

- 1. The additional cost to protect the improvement, feature, or enhancement; or
- 2. The cost for the SCDOT to replace the feature, improvement, or enhancement.

Failure of the Parties to provide the additional funding within the time period specified by SCDOT will result in SCDOT's milling and resurfacing the improvement, feature, or enhancement or removing the improvement, feature, or enhancement. The Parties may replace the improvement, feature, or enhancement at the Party's expense after resurfacing or construction by obtaining necessary Encroachment Permits from the SCDOT after resurfacing is complete.

VIII. SUCCESSORS AND ASSIGNS.

The Parties each bind themselves, their successors, executors, administrators, and assigns to the other Parties with respect to these requirements, and also agree that no Party shall assign, sublet, or transfer their respective interest in the Agreement without the written consent of the other Parties.

IX. EXECUTION IN COUNTERPARTS.

This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

X, ENTIRE AGREEMENT.

This Agreement with attached Exhibit(s) and/or Certification constitutes the entire Agreement between the parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

[Signatures on next page]

MAI-1-17

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	CHARLESTON COUNTY
Jaggy Solls Witness	By: Estan
	Title: COUNTY ADMINISTRATOR
	CITY OF CHARLESTON
Witness	By:(Signature)
	Title:
	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
Witness	By:
	RECOMMENDED BY:
	Deputy Secretary or Designee
	REVIEWED BY:
	Title:
	PROFESSIONAL SERVICES CONTRACTING
	By: Assure Leve De Maines Chief Proguirement Officer or Designee

EXHIBIT A



July 20, 2016

David Chamberlain Charleston District, Corps of Engineers 69-A Hagood Avenue Charleston, SC 29403-5107

Subject:

Maybank Highway Widening Between Paul Gelegotis Bridge and River Road,

Johns Island, Charleston County, South Carolina

SAC-2010-00395-2NY SHPO Project No. 16-ED0032

Dear David Chamberlain:

On June 17, 2016 our office received the Arborist Report prepared by Andrew Hargett Land Architecture dated May 2016 in response to our request for additional information about this project. The State Historic Preservation Office is providing comments to the U.S. Army Corps of Engineers pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations, 36 CFR 800. Consultation with the SHPO is not a substitution for consultation with Tribal Historic Preservation Offices, other Native American tribes, local governments, or the public. It is our understanding that this project is funded by local government(s) and is not receiving federal funds through the SC Department of Transportation or the Federal Highway Administration and thus Section 4(f) of the Transportation Act does not apply to this widening project.

This portion of Maybank Highway has been previously determined to contribute to the National Register eligible Fenwick Hall—Johns Island Stud Farm Historic District. As noted in the cultural resources survey report by Brockington and Associates dated January 2016, the character defining features include the historic alignment of the road and the adjacent grand trees. The cultural resources survey report stated that the current widening plan from two lanes to three lanes will not result in the removal of grand trees that are a part of the Maybank Highway tree canopy, and that the character and setting will remain essentially intact. The report recommended that the widening of the highway from two to three lanes would have no adverse effect.

The Arborist Report provides a detailed survey of the trees in this approximately one mile section of Maybank Highway. It notes that eighty percent of the highway is lined with approximately 120 Grand Trees (by City of Charleston ordinance). The inspection and report is based on plans by HDA/ICA Engineering dated 5/27/2016. The report notes that a few of the Grand Trees will need to be removed, but that there are many trees along the road that can grow and spread to keep the feel of the road as it currently exists. It recommends 15 trees be removed—several laurel oaks and gum trees, a few water oaks and red oaks, and one live oak, While the tree protection plans show limited tree removals along most sections of the roadway, the plan at Fenwick Hall Allee shows a concentration of removed trees (#s 57, 59, 61, 62, 63, 64, 65, and 75).

Given the overall limited removal of trees (and only one live oak of approximately 60 live oaks in the survey) our office could concur with a conditional No Adverse Effect finding by the Corps if conditions

on the permit are imposed. These conditions should require the care and monitoring of the trees during and after construction, and specify the entities responsible for carrying out the conditions, in order to retain the historic character and setting of this section of Maybank Highway. Without these conditions the project has the potential to cause an adverse effect. The Arborist Report provides recommendations that could become permit conditions.

- The report describes steps to be taken during construction to improve the chances of survival for trees that remain, including tree protection barricades, mulch on critical root zones, the addition of fertilizer and water, the removal of dead wood and vines, stockpiling of excavated material outside the drip line, and cutting of roots during excavation at ninety degrees with a clean sharp cutting tool.
- It also recommends that trees should be monitored for a minimum of three years, and that remedial actions may be required to help trees survive post construction including removing dead wood back to living tissue, fertilization, watering, and mulching.
- We request that arborist reports on the health of the trees including overall photographs before, and then at periodic intervals (annually for a minimum of three years) post-construction be provided to the Corps and SHPO to ensure that the remaining trees along the road do grow and spread as described in the report in order to retain the historic character and setting.
- At the end of the post-construction monitoring period, if arborist reports show that the tree growth and spread has not regained the historic character and setting, a provision should be included allowing the Corps and SHPO to reassess and address the loss of character and setting due to the road widening project.

Please note we have not yet received the revised final report incorporating the technical comments provided with our March 25, 2016 letter (enclosed). To complete that reporting process we request three (3) bound and one (1) unbound hard copy on acid-free paper and two (2) digital copies in PDF format. Investigators should send all copies directly to SHPO. SHPO will distribute the appropriate copies to SCIAA. Please also submit the Intensive Survey Forms and photographs in accordance with the guidelines in our Survey Manual, located at http://shpo.sc.gov/programs/Pages/Survey.aspx.

If you have any questions, please contact me at (803) 896-6168 or ejohnson@scdah.sc.gov.

Sincerely,

Elizabeth M. Johnson

Director, Historical Services, D-SHPO

Cc: Edward J. Smail, Michael Baker International Josh Fletcher, Brockington and Associates

Cultural Resources Survey of the Maybank Highway Improvements Project, Charleston County, South Carolina January 2016

- p.iv: Provide citation for the previous work that mitigated 38CH1291 and 38CH1292.
- p.5: Cite source of eligibility determinations for archaeological sites, and for the previous work that mitigated 38CH1291 and 38CH1292.
 - Appendix A: Cultural Resources Survey of the Maybank Highway Improvements Project, Charleston County, South Carolina January 2013
- We concur with the recommendation that the three archaeological sites identified, 38CH2331/Resource 1429, 38CH2421, and 38CH2422, do not meet the criteria for listing in the National Register of Historic Places. We note that 38CH2331/Resource 1429 is the St. Stephens AME Church Cemetery and is protected under state law.
- 38CH1291 and 38CH1292 contribute to the eligibility of the Fenwick Hall-Johns Island Stud Farm Historic District.
- We concur with the recommendations that architectural resources 5865 5888 do not meet the criteria for listing in the National Register of Historic Places.
- We concur with the recommendation that Seven Oaks Plantation (architectural resources 1383.00 – 1383.14) meets the criteria for listing in the National Register of Historic Places.
- Survey Form for 5865: change the Date Recorded to 2010.

EXHIBIT B

MAP DEPICTING PROJECT AREA AND PROJECT DETAILS

Documents are available for inspection at the City of Charleston's Department of Traffic and Transportation, 180 Lockwood Drive Extension. Contact Michael Mathis, Project Manager, at 843-724-7372, or mathism@charleston-sc.gov for more information.

COMMITTEE / COUNCIL AGENDA

TO:	John J. Teck	lenburg, May	or .	
FROM:	Steve Rueme	elin	DEPT.	CPD
SUBJECT:	AMENDMENT THEALTH CENTE		F BETWEEN CHARLESTO	ON DORCHESTER MENTAL
REQUEST:	WILL ASSIGN PROVIDE MEI HAVE BEEN E CITY WILL PA 180 LOCKWO COUNSELOR. RENEWALS PI AGREEMENT	A FULL TIME NTAL HEALTH FFECTED BY Y \$20,000 AN OOD BLVD. A THIS IS THE F ROVIDED IN T PROVIDED F	MENTAL HEALTH PROSERVICES TO CHILD OR WITNESSED DON NUALLY AND PROVIND A VEHICLE FOR THE ORIGINAL AGRICATE ORIGINAL AGRICATE.	POTENTIAL FOUR EEMENT. THE ORIGINAL LLY. THIS AMENDMENT
COMMITTE	E OF COUNCIL:		DATE:	
COORDINA	<i>TION</i> : This requ	est has been cod	ordinated with: (attach all	recommendations/reviews)
Corporate Chief of Po		Yes N/A X X — — — — — — — — — — — — — — — —	Signature of Individua	al Contacted Attachment
FUNDING:	Was funding p	previously appro	ved? Yes No	N/A
If yes, provid	de the following:	Dept./Div:	A	Account #::
Balance in A	Account	Amo	ount needed for this item	1
<u>NEED:</u> Ide	entify any critical	time constraint(s).	
CFO's Signa		Xmy WI	ann	

Mayor's Signature:

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Contract No.: N/A

CONTRACT AMENDMENT No. ONE

BETWEEN

CHARLESTON DORCHESTER MENTAL HEALTH CENTER

AND

CITY OF CHARLESTON POLICE DEPARTMENT

WHEREAS, by contract, , made this 28th day of November, 2016, by and between the South Carolina Department of Mental Health, Charleston Dorchester Mental Health Center, hereinafter referred to as "CDMHC", and the City of Charleston Police Department, hereinafter referred to as "City."

WHEREAS, "CDMHC" and "City" entered into a contract dated the 27th day of January, 2016. A copy of which is attached; and

WHEREAS, the "CDMHC" and "City" desire to make certain amendments to their said contract.

The parties to this contract agree as follows:

EFFECTIVE: 1st day of January, 2017.

I. RESPONSIBILITIES OF CDMHC:

Section I-J of the contract shall be replaced, in its entirety, to the following:

"J. Optional Payment Provisions (Designate one option by initialing):

CDMHC agrees to invoice the City a flat rate of \$20,000 annually in one lump-sum payment for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

CDMHC agrees to invoice the City \$20,000 annually in two equal payments of \$10,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

CDMHC agrees to invoice the City \$20,000 annually in four equal payment sof \$5,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur."

II. RESPONSIBILITIES OF THE CITY:

Section II-C shall be replaced, in its entirety, to the following:

"C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of \$20,000 for services under this agreement, payable within 90 days, upon receipt of a valid invoice. Payment shall be mailedto: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414."

IV. TERM:

A. The term of this agreement shall be extended through December 31, 2017, and may be renewed for an additional three years upon mutual written agreement by the parties.

SOUTH CAROLINA DEPARTMENT

NOW THEREFORE, the referenced contact is amended as specified above provided all other terms and conditions of the contract remain the same.

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

CITY OF CHARLESTON	OF MENTAL HEALTH Charleston Dorchester Mental Health Center
BY: John J. Tecklenburg, Mayor	BY: Deborah S. Blalock, M.Ed., L.P.C.S.
DATE:	DATE: 0(/13/17



Charleston Dorchester Mental Health Center

2100 Charlie Hall Boulevard Charleston, SC 29414

Information: (843) 852-4100

Deborah Shogry Blalock, MEd, LPCS, Executive Director

MENTAL HEALTH COMMISSION:

Alison Y. Evans, PsyD, Chair Joan Moore, Vice Chair Beverly Cardwell Bob Hiott, MEd. Everard Rutledge, PhD J. Buxton Terry Sharon L. Wilson

STATE DIRECTOR John H. Magill

January 17, 2017

Chief Gregory Mullen 180 Lockwood Drive Charleston, S.C. 29403

Dear Chief Mullen:

Enclosed are two copies of the proposed amendment to extend our contract for a mental health counselor for victims of domestic violence. If you concur with the terms, please have both copies executed, and <u>return one original to me</u> as soon as possible. You may keep the other original for your records.

If you have any questions, please feel free to contact me at (843) 212-8981 or via email at dsw01@scdmh.org.

Thank you for your assistance.

Deane Welsch

Sincerely,

Diane Welsch, M.B.A. Contracts/Finance







JOHN J. TECKLENBURG MAYOR

VANESSA TURNER MAYBANK CLERK OF COUNCIL

City of Charleston South Carolina Clerk of Council Department

May 9, 2016

Mr. Stephen Bedard, CFO City of Charleston 116 Meeting Street Charleston, SC 29401

Re:

POLICE DEPARTMENT

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND CHARLESTON

DORCHESTER MENTAL HEALTH CENTER

Dear Mr. Bedard:

The Committee on Ways and Means and City Council, at their respective meetings on April 12, 2016, approved to execute the Agreement between the City of Charleston and the Charleston Dorchester Mental Health Center (CDMHC) wherein CDMHC will assign a full time health professional to Charleston Police Department to provide mental health services to children and families who have been effected by or witnessed domestic violence. The City will pay \$10,000 annually and provide office space at 180 Lockwood Blvd., and a vehicle for the CDMHC counselor. The agreement is for a term of one year and may be renewed for four additional years.

Enclosed please find an original contract for your records. One original contract will be retained in the Clerk of Council's office.

Yaussa Quan Maykank Janessa Turner Maybank

Enclosure: As Stated

c:

Susan Herdina (w/one original document)

Will Bryant (w/o documents) Chief Mullen (w/o documents) Amy Wharton (w/o documents)

COMMITTEE / COUNCIL AGENDA

TO:	John J. Tecklenburg,	Mayor		
FROM:	Chief Greg Mullen	DE	PT.	CPD
SUBJECT:	AGREEMENT BETWEEN THE DORCHESTER MENTAL H		ESTON AND CH	ARLESTON
REQUEST:	Requesting authority for Charleston and the Char wherein CDMHC will ass mental health services to witnessed domestic viole office space at 180 Lock agreement is for a term of the control	leston Dorchester ign a full time heal o children and fam ence. The City will wood Blvd., and a	Mental Health Ce th professional t ilies who have be pay \$10,000 ann vehicle for the C	enter (CDMHC) o CPD to provide een effected by or ually and provide DMHC counselor. The
COMMITTEE	OF COUNCIL: Way	s and Means	DATE:	April 12, 2016
COORDINA	<u>FION:</u> This request has bee	en coordinated with:	(attach all recomm	endations/reviews)
Balance in A	Counsel Artment Was funding previously a le the following: Dept./le	approved? Yes [20000]	No No No No This item	X
CFO's Signa		harm.		
Mayor's Sig	nature:	Joseph P. I	Rilev, Jr., Mayor	

CONTRACT

between

CHARLESTON DORCHESTER MENTAL HEALTH CENTER and CITY OF CHARLESTON POLICE DEPARTMENT

THIS AGREEMENT is made and entered into this 27th day of January, 2016, by and between the Charleston Dorchester Mental Health Center, hereinafter called "CDMHC," and City of Charleston Police Department, hereinafter called "City."

THAT WHEREAS, the City wishes to obtain assistance from a mental health professional for victims of domestic violence;

AND WHEREAS, the CDMHC is willing to provide such a counselor to deliver services to those individuals in need of care;

NOW THEREFORE, in order to further the welfare of individuals through a collaborative effort, these organizations agree to the following:

I. RESPONSIBILITIES OF CDMHC:

- A. Assign one full-time, master's level mental health professional to provide specialized mental health treatment services to children and families who have witnessed or been effected by domestic violence that are referred by the City. This position will provide services up to 40 hours per week, less state holidays, annual and sick leave, and mandatory training and meetings.
- B. Exercise independent professional judgment in the provision of such services as employees of CDMHC.
- C. Assist in the development of City policies pertaining to these services as requested by the City.
- D. Monitor and evaluate the quality and appropriateness of such services.
- E. Provide supplemental in-service education and training for the City on an as-requested basis.
- F. Follow generally accepted professional standards, protocols, and guidelines governing the provision of any services and maintain credentials as required for services provided under this agreement.
- G. Comply with all applicable quality assurance, documentation, record management, continuity of care, confidentiality, patient standards, and guidelines, as well as federal, state, and local laws, rules, regulations and protocols.

Page 1 of 10 CDMHC/City of Charleston Police Dept

- H. Attend City administrative meetings as needed and where appropriate when requested by the City.
- I. To the extent provided by law, CDMHC shall be responsible for the negligent conduct of its employees. CDMHC agrees to provide, for its employees, Workers Compensation insurance, as well as General, Vehicle, and Professional liability (malpractice) insurance through the South Carolina Insurance Reserve Fund for employees acting in an official capacity. Nothing in this agreement is to be interpreted as a requirement that CDMHC or the South Carolina Department of Mental Health (SCDMH) insure, indemnify or hold harmless anyone else against any claims or disputes arising from this agreement, nor as a waiver of any defenses, claims or immunities available to CDMHC or SCDMH. Exhibit A is attached and made part of this agreement.
- J. Optional payment provisions (Designate one option by initialing):

Agrees to Invoice the City a flat rate of \$10,000 annually in a lump-sum payment for services under this agreement, payable within 90 days upon receipt of a valid invoice.

Agrees to invoice the City \$10,000 annually in two equal payments of \$5,000 each for services under this agreement, payable within 90 days upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur.

K. If the payments made to the Center under this agreement are not full compensation for all Center services provided, Center may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due under this agreement.

II. RESPONSIBILITIES OF THE CITY:

- A. Provide office space and a vehicle for one CDMHC staff member, located at 180 Lockwood Blvd, Charleston, South Carolina, 29403.
- B. To the extent possible, ensure the safety and well-being of the mental health counselor when responding to domestic violence or other policing situations.
- C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of \$10,000 for services under this agreement, payable within 90 days upon receipt of a valid invoice. Payment should be mailed to: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414.

III. MUTUAL RESPONSIBILITIES:

- A. To collaborate to provide community based identification, triage, comprehensive treatment planning, and follow-up of individuals requiring the services of both agencies.
- B. Make available to the other, appropriate client/patient treatment, payment, and healthcare operations information, written, verbal and electronic, to include, but not restricted to, clinical and medication records, service plans, correspondence, admission and discharge data, and financial information. Any exchange of such information shall comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.
- C. Agree not to re-disclose information provided to the other without written consent and approval unless otherwise authorized by applicable state, federal, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- D. Ensure the confidentiality of client/patient information, including the safeguarding of written and electronic materials and to comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization
- E. To appoint an administrative liaison, and if mutually agreeable, schedule at least one (1) joint conference a year to identify problem areas and discuss changes or revisions desired in the agreement.
- F. To comply with all applicable laws regarding discrimination, including race, color, ancestry, religion, sex, age, handicap, or veteran status.

IV. TERM:

- A.. The initial contract term shall commence on the 1st day of January, 2016 and end on December 31, 2016, and may be renewed for an additional four years upon mutual written agreement by the parties.
- B. This agreement may be terminated by either party with sixty (60) days written notice prior to the effective date of such termination.

V. <u>ACCEPTANCE OF THE AGREEMENT:</u>

This agreement shall not be considered accepted, approved or otherwise effective until the statutorily or administratively required approvals and certifications, if any, have been given.

VI. EXTENT OF AGREEMENT:

This agreement represents the entire understanding of the parties and it supersedes any and all prior representations or agreements whether written or oral. Neither party has relied on any prior

representations in entering into this agreement.

VII. <u>MODIFICATIONS</u>:

The parties agree to the full and complete performance of the mutual covenants contained herein and that this agreement constitutes the sole, full and complete agreement by and between the parties; and no amendments, changes, additions, deletions, or modifications to or of this agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

IX. <u>ASSIGNMENT</u>:

The CDMHC will not subcontract or assign any portion of the services to be provided without prior consent of the City.

X. CHOICE OF LAW:

This agreement shall be construed, governed and enforced in accordance with the laws of the State of South Carolina. By executing this agreement, the parties agree to venue in a court of appropriate jurisdiction in the State of South Carolina for purposes of any action arising under this agreement.

XI. <u>INCORPORATION</u>:

This contract incorporates the attached South Carolina Department of Mental Health "COVENANTS AND CONDITIONS," "BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT," "IRAN DIVESTMENT ACT OF 2014," and "OPEN TRADE REPRESENTATION," labeled as Exhibits B, C, D, and E, respectively.

XII. <u>IRAN DIVESTMENT ACT-CERTIFICATION</u> (JAN 2015):

(a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS-iran-divestment.phtm(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you signed, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

XIII. 2015 OPEN TRADE (JUNE 2015):

- (a) By submitting an Offer, Contractor represents that Contractor is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2a083-1]
- (b) During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

IN TESTIMONY WHEREOF, the hands and seal of the parties are affixed hereto:

Center				
	1			

Deborah S. Blalock, M.Ed., LPCS Date

Charleston Dorchester Mental Health

Executive Director

EXHIBIT A

South Carolina Department of Mental Health Insurance and Risk Allocation

<u>Charleston Dorchester Mental Health Center</u>, a Center/Facility of the South Carolina Department of Mental Health (SCDMH) will maintain workers' compensation as well as general and professional liability insurance for acts or omissions of its employees acting in an official capacity sufficient to cover liability claims under the South Carolina Tort Claims Act, Sec. 15-78-10 et seq. of the Code of Laws of South Carolina, as amended.

Liability insurance will be "occurrence coverage" not requiring "tail coverage" and will be secured through the Insurance Reserve Fund, State of South Carolina Office of Insurance Services as follows:

General Tort Liability: \$300,000 per claimant and \$600,000 per occurrence with an unlimited aggregate.

<u>Medical Professional Liability</u>: \$1,200,000 per occurrence with an unlimited aggregate for claims involving physicians with the same coverage amounts as general tort liability for claims not involving a physician.

Nothing in this statement, which is made part of the contract with the Center/Facility, will be interpreted as a requirement that the Center/Facility or SCDMH indemnify, insure or hold harmless anyone else against any claims or disputes that may arise in the performance of this agreement or as a waiver of any defenses, claims or immunities that may be available to the Center/Facility, SCDMH or the State of South Carolina.

Resolution of any claim, suit or other dispute arising from this agreement will be in accord with and governed by South Carolina law. Any suit or other action involving enforcement, breach or resolution of any dispute arising from this agreement will be instituted and maintained in Richland County, South Carolina. With the exception of attorney's fees awarded in accord with Sec. 15-77-300 of the Code of Laws of South Carolina, as amended, neither Center/Facility or SCDMH shall be obligated to pay any attorney's fees or the cost of any legal action.

SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH (DMH) COVENANTS AND CONDITIONS (1 page)

This is made a part of the attached Contract with DMH and/or DMH component. If any Contract term or obligation is in conflict with this document, this document will control. The parties to the Contract will comply with all applicable law. If the Contract involves federal or other grant funds (including any applicable grant subcontractor or sub grantee obligations), the parties will comply with the applicable grant terms and obligations.

As may be applicable to the attached Contract, the party contracting with DMH also agrees:

- 1. To comply with all applicable law Including: Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d & 2000e); 45 CFR Part 80; § 504 of the Rehabilitation Act of 1973; 45 CFR Part 84; Age Discrimination Act of 1975; 42 U.S.C. 6101 et seq.; Omnibus Budget Reconcillation Act of 1981; Americans with Disabilities Act; 42 CFR Parts 35 & 36; Federal Drug Free Workplace Act of 1988 & §44-107-10 et seq. S.C. Code; 45 CFR Part 160 et seq. (HIPAA); 42 CFR Part 2 (Alcohol and Drug Confidentiality); and §44-22-100, SC Code (DMH Patient/Client/Person Subject to Commitment Confidentiality).
- 2. Unless specific Contract/applicable grant terms require otherwise, DMH has ownership, title, copyright or other right to property purchased or developed with Contract funds. The party contracting with DMH will not publish or use reports, data or other material or information related to Contract services for its own purpose or financial benefit without prior DMH written permission.
- 3. Execution and performance of any Contract provision, or continued payment, will not affect DMH's right to enforce the Contract. No DMH waiver of any Contract breach will be considered as waiver of any succeeding breach, or applicable provision.
- 4. The Contract is governed by applicable Federal and South Carolina law and any legal action, suit, proceeding or other dispute resolution activity arising from the Contract will be instituted and maintained in the applicable court in South Carolina.
- 5. No sub-contract or assignment of the Contract, Contract obligations or Contract rights is valid without written DMH consent. Regardless, the party contracting with DMH will be solely responsible for its Contract performance and obligations.
- 6. DMH and other public agency having audit authority over the Contract or Contract services may audit books, records and other documents of the party contracting with DMH as they pertain to the Contract, independent of and pursuant to, §11-35-2220, S.C. Code. Such documents will be maintained for a period of at least three (3) years from the date of final payment under the Contract.
- 7. To conform to DMH and other applicable credentialing, privileging and Corporate Compliance requirements, including those issued by the OIG USDHHS. The party contracting with DMH will not employ persons listed on the OIG's Cumulative Sanctions Report or Excluded Parties List System (https://www.epls.gov/) and will adopt DMH policies regarding §6032 of the Deficit Reduction Act of 2005 as stated in DMH S&P No.1. (https://www.state.sc.us/dmh/policies/corp comply/6032.pdf).
- 8. If the party contracting with DMH seeks and obtains third party payment including from federal sources such as Medicare or Medicaid, the party contracting with DMH will offset any amounts due from DMH with the receipts or submit the funds to DMH and be solely responsible for the legitimacy of the request for and payment of funds and any recoupments sought by the third party payor. If payments to DMH from the party contracting with DMH are not full compensation for all DMH Contract services, DMH may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due to DMH by the party contracting with DMH.
- 9. If Contract services involve the review or use of DMH plans, reports, financial information, attorney work product, personal, patient and/or other proprietary or confidential information, the party contracting with DMH will use or disclose such information only as necessary to perform Contract services or otherwise with applicable DMH written permission, or as required or permitted by law.
- 10. No Contract funds, materials, property, or services will be used for any partisan, political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act" or other applicable law. No attorney may be engaged through the use of Contract funds. Subject to §15-77-300, SC Code, DMH will not be obligated to pay attorney's fees or the cost of legal action arising from this Contract.
- 11. No employee of either party to this Contract will be deemed as an employee of the other party. Nothing in the Contract will be interpreted as creating any employment, agency, partnership, joint venture, or any other similar relationship between the parties. Neither party will make any representation or statement to any person or entity inconsistent with the Contract.
- 12. The following Contract terms or obligations are of no effect if they require (and the Contract will not be interpreted as requiring) that DMH: submit to the jurisdiction of another state's laws and/or courts; indemnify the party contracting with DMH or any other party; or waive any interest, right, immunity or defense that DMH may have in law or in equity.

DMH Covenants and Conditions August 2011

EXHIBIT C BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT (BAQSOA)

The South Carolina Department of Mental Health, including its inpatient/outpatient facilities and programs ("SCDMH"), is a "Covered Entity" subject to the Health Insurance Portability and Accountability Act (HIPAA) 45 C.F.R. Part 142 et seq, including Privacy Rule, Security Rule and Breach Notification Rule requirements, 45 CFR 164 et seq (HITECH); §44-22-100, Code of Laws of South Carolina (SCDMH patient/client/person subject to commitment confidentiality); and also for specific SCDMH Alcohol and Drug Treatment Programs: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

<u>City of Charleston Police Department</u>, at the address of <u>180 Lockwood Blvd</u>, <u>Charleston</u>, <u>S.C.</u>, <u>29403</u>, is a SCDMH Business Associate/Qualified Service Organization ("BAQSO"), who by contract or other agreement with SCDMH, receives information from, or creates or receives information on behalf of SCDMH, identifying SCDMH patients or clients Protected Health Information (PHI), and agrees to be bound by the applicable provisions of the above confidentiality laws pertaining to a BAQSO.

BAQSO acknowledges and agrees to:

- 1. In receiving, transmitting, disclosing, transporting, storing, processing, using or otherwise dealing with PHI, be bound by provisions of HIPAA and HITECH; §44-22-100; (and if applicable, 42 C.F.R. Part 2) and not use or disclose PHI except as permitted or required by this Agreement, applicable law, SCDMH Privacy Practices, and any contract/other agreement with SCDMH.
- 2. Use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI.
- 3. Without unreasonable delay following discovery of a Breach, pursuant to the HITECH Breach Notification Rule, report any Breach to the applicable local SCDMH Privacy Officer.
- 4. Ensure that its agents, including subcontractors, to whom the PHI is provided, or created or received on behalf of SCDMH, protect the PHI, including Breach notification, in the same manner and method as BAQSO is required to do by this Agreement.
- 5. Provide access to the PHI as requested by SCDMH, including to an individual as directed by SCDMH, to meet the requirements of 45 C.F.R., 164.524 providing patient/client right to access and copy their PHI.
- 6. Amend PHI as directed or agreed to by SCDMH pursuant to 45 C.F.R. §164.526.
- 7. Make available its practices, policies, procedures and records, related to PHI use and disclosure, to SCDMH, or the Department of Health and Human Services for purposes of determining SCDMH compliance with HIPAA.
- 8. Document disclosures of PHI and information related to such disclosures, as required for SCDMH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164,528.
- 9. Provide to SCDMH or an individual as directed by SCDMH, information to permit SCDMH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164,528.
- 10. [Applies to SCDMH Alcohol & Drug treatment program PHI] Resist efforts in judicial proceedings to obtain PHI as expressly provided for in Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.
- 11. SCDMH may terminate this Agreement if it determines that BAQSO has violated any material term.
- 12. Upon termination of this Agreement for any reason, the BAQSO will return or destroy the PHI received or created under this Agreement. This provision applies to PHI in the possession of subcontractors or agents of the BAQSO. If BAQSO determines that returning or destroying the PHI is infeasible, the BAQSO will notify SCDMH of the conditions that make return or destruction infeasible and extend the protections of this Agreement to such PHI, and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, for as long as the BAQSO maintains the information.

SCDMH BA/QSOA Sept 2013

Printed Name

ohn J. Tecklenburg Mayor

Jate

EXHIBIT D IRAN DIVESTMENT ACT OF 2014 (S.C. Code ANN §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov//PS/PS-iran-divestment.phtm(">http://procurement.sc.gov//PS/PS-iran-divestment.phtm(">http://procurement.sc.gov//PS/PS-iran-divestment.phtm(">http://procurement.sc.gov//PS/PS-iran-divestment.phtm(">http://procurement.sc.gov//PS/PS-iran-divestment.phtm(") Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer Immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed)	Taxpayer Identification No.
By (Authorized Signature)	State Vendor No.
Printed Name and Ritle of Person Signing John J. Tecklenburg Mayor	Date Executed L\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

EXHIBIT E

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)
The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature) Add Dunk	Date Executed
Printed Name and Nite of Person Signing	[Not used]
John J. Tecklen burg	

11.)

COMMITTEE / COUNCIL AGENDA

TO:	John J. Tecklenb	urg, Mayor			
FROM:	Steve Ruemelin		DEPT.	CPD	
SUBJECT:	AMENDMENT TO A			ARTMENTS, L.P.	D/B/A
REQUEST:	APPROVE AN EXTENSION TO THE AGREEMENT WHICH PROVIDES				
	BAYSIDE APARTMENTS, L.P. COMPENSATE THE CITY FOR CPD				
	PROVIDING PATROL SERVICES AND A LIA 150NOFFICER.				
COMMITTEE	OF COUNCIL:		DATE:		•
COORDINA	TION: This request ha	as been coordinate	ed with: <i>(attach all ı</i>	ecommendations	/reviews)
Corporate Counsel X Signature of Individual Contacted Attachment X Chief of Police Chief of Po					
FUNDING:	Was funding previo	usly approved? `Dept./Div:		N/A	
If yes, provide the following: Dept./Div: Account #:: Balance in Account Amount needed for this item					
NEED: Identify any critical time constraint(s).					
CFO's Signa		y what	m		
Mayor's Sig	nature:	A Touch	n J. Tecklenburg	, Mayor	

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
FOURTH AMENDMENT TO AGREEMENT BETWEEN BAYSIDE APARTMENTS, L.P. AND CITY OF CHARLESTON
THIS AGREEMENT is made this day of <u>Savary</u> , 2017, by and between Bayside Apartments, L.P. a South Carolina limited partnership, d/b/a Bridgeview Village Apartments (hereinafter, "Bridgeview") and the City of Charleston (hereinafter, "the City").
WITNESSETH
WHEREAS, Bridgeview and the City entered into an Agreement effective January 28, 2013, a copy of which is attached hereto as Exhibit A; and,
WHEREAS, Bridgeview and the City desire to amend the Agreement to extend the term.
NOW THEREFORE, the parties agree as follows:
1. Section II of the Agreement, "TERMS AND CONDITIONS," is hereby amended by replacing Subsection A with the following:
"A. Effective Dates.
The term of this Agreement will be extended from January 28, 2017 to January 28, 2018."
2. All other terms and conditions of this Agreement shall remain in full force and effect.
THIS AGREEMENT, by reference to the above stated Agreement, Exhibit A, shall when fully executed form a part thereof; and,
IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.
FOR THE CITY OF CHARLESTON:
Chief Gregory Mullen-Charleston Police Department
Mayor John J. Tecklenburg
FOR BAYSIDE APARTMENTS, I.P.: a South Carolina limited liability company By: Bayside Multi-Family, LLC a Colorado limited liability company

Robert W. Tetrault, Senior Vice President

Its General Partner

Date: 1-25-2017

EXHIBIT A

Insert copy of Executed Agreement

STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON

ACREEMENT

This Agreement is made between Bayside Apartments L.P., a South Carolina limited partnership, DBA Bridgeview Village Apartments(hereafter "Bridgeview or Bridgeview Property") and The City of Charleston (hereafter "the City"), a municipality duly organized and existing pursuant to the laws of the State of South Carolina.

WHEREAS, Vista Capital Management Group is the agent for the owner of Bridgeview, a rental property located in the City of Charleston (hereafter "Bridgeview Property"); and

WHEREAS, for the past several years the City has provided police patrol services and a liaison officer to the Property; and

WHEREAS, the police services have been extremely beneficial to the community, and the Bridgeview Property and the City

NOW THEREFORE, for and in consideration of the covenants set forth herein the sufficiency of which is here by acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES:

The City, through the City of Charleston Police Department, will provide one ilaison officer and police patrols coverage as set forth below (the "Services").

The liaison officer will be responsible for the following:

- Meeting with site staff on a hi-weekly basis to review/discuss incidents/needs of the property. The parties (1) will agree on the days and times of these meetings.
- Provide the Bridgeview Property with copies of all incident reports for occurrences on or near the (2) Bridgeview Property or that involve residents of the Bridgeview Property.
- Schedule officers for patrols including random nightly patrols, weekend patrols, holiday patrols and (3)resident function escorts.
- Be available to interact with staffresidents when the need arises. (4)

The police patrols will be responsible to perform patrols and be responsible for the following at the Bridgeview Property:

- Active police patrolling during the shift.
- Incident reporting to the Bridgeview site staff of rule violations. (3)
- Response to omorgency calls.
- (4) Lighting reports at the Bridgeview Property.
- Security check of all common areas.
- Active police patrolling of the Bridgeview Property an average of 6.5 hours per day with coverage averaging 195 hours per month to augment existing police pairols for the area.

At all times when working at the Bridgeview Property, the patrols and the liaison will be under the full central of the City of Charleston Police Department and will, under no chromatances, be under the control of the Bridgeview Property.

II. TERMS AND CONDITIONS:

۸. Effective Dates, This Agreement shall be effective when signed by both parties and approved by approved by the Charleston City Council, and will terminate one (1) year later. This Agreement may be renewed for three (3) additional one(1) year periods upon the written agreement of both parties.

B. Compensation.

The Bridgeview Property ensures that annually, the amount of \$30,000.00, will be contributed based on monthly installments towards the services of the liaison officer. Additionally, the amount of \$60,720.00 annually will be contributed towards the services of the patrol officers. Monthly (or quarterly) invoices will be submitted to Bridgeview Property by The City.

C. Termination.

- For Convenience: This Agreement may be terminated by either party without cause by giving written
 notice at least thirty (30) days prior to the effective date of such termination. No eestschell-costs shall be
 allowed for a termination of convenience. No damages shall be allowed for a termination of convenience.
- 2. For Default: If either party fails to comply with the terms of the Agreement, the terminating party shall notify the other party in writing with the specifics regarding such noncompliance. If the noncompliant party fails to care the noncompliance within fifteen (15) days of the notice, the terminating party shall terminate this Agreement by written notice to the noncompliant party within thirty (30) days thereafter. The noncompliant party shall not be entitled to any costs or damages resulting from termination under this section.

D. Amendment.

Any changes to this Agreement, which are mutually agreed upon between Bridgeview Property and The City, shall be incorporated in a written amendment to this Agreement and will not become effective until the amendment is signed by all parties.

B. Liability and Insurance.

- Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable
 attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents,
 in connection with the performance of services pursuant to this Agreement.
- 2. Both parties agree to maintain general liability coverage in the amount of \$600,000 per occurrence and \$300,000 property and will provide each other with satisfactory evidence of such coverage. Each officer shall be covered by workers' compensation and general liability insurance provided by the City of Charleston. Bridgeview Property agrees to list the City as an additional insured on its policy.
- 3. It is specifically acknowledged, however, that for personal injury or property damage against either party that arises, or alleged to have arisen, as a result of the physical condition of the Property, such claims shall be the responsibility of Bridgoview Property, unless such claim is the result of a negligent act or omission of the City using the Property when the claim arose.

F. Non-Discrimination.

No person shall be excluded from participation in, be dealed the benefits of, or be subjected to discrimination in relation to the Services on the grounds of race, disability, color, sex, religion, age, health status or national origin, or any other characteristic protected by the federal, state, or local law.

G. Evaluation of Agreement.

Appropriate staff of the City and Bridgeview Property will need no less than annually to evaluate this Agreement based on the responsibilities for each party listed under Section I, Scope of Services, of this Agreement.

H. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina. All disputes, claims or controversies relating to the Agreement shall be litigated in the Ninth Judicial Circuit or United States District Court sitting in Charleston, South Carolina.

I. Notice.

All notices required under this Agreement to either of the parties hereto shall be deemed properly given, with notice effective five (5) days after mailing, when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To Bayside Apartments LP via Vista Capital:

Vista Capital Management Group

Wayne Redding

With copies to:

207 Whitsett Street

Greenville, SC 29601

To City:

Inseph P. Riley, Jr., Mayor City of Charleston PO Box 304 Charleston, SC 29402

With copies to:

Legal Department
City of Charleston
50 Broad Street

Charleston, SC 29401

Police Department
Chief of Police
c/o Administrative Services Manager
180 Lockwood Blyd
Charleston, SC 29403

J. Force Majeure.

if the performance of this Agreement is subject to any circumstances making it illegal or impossible to perform, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities this Agreement shall be automatically terminated upon written notice.

K. Legal Status.

This Agreement does not constitute or give rise to a legal partnership or joint venture between Bridgeview Property and the City. Each party shell operate under the terms of the Agreement as an independent entity and not as a legal agent, legal representative, partner or joint venturer of the other and shell not make any representation to the public that it is such a legal representative of the other. Neither Bridgeview Property nor the City may create any obligations or responsibilities, express or implied, on behalf of or in the name of the other.

L. Waiver of Contractual Rights,

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

M. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized officers of the parties hereto.

Bayside Apartments, L.P., a South Carolina limited partnership,

By: Bayside Multil Family, LLC, a Colorado limited liability company,

Managony General Pariner

By: WITNESS

Its: Robert W. Terrault.

SENIOR VICE PRESIDENT

DATE: 12/31 2012

AS TO THE CITY OF CHARLESTON

BY: Joseph-R. Riley, 3r.

Mayor

DATE: 1/28/13

AS TO THE CITY OF CHARLESTON

BY: Gregory G. Mullen
Chief of Police

AS TO

DATE:

12.

COMMITTEE / COUNCIL AGENDA

TO:	John J. Tecklenburg, Mayor				
FROM:	Steve Ruemel	in	DEPT.	Police De	partment
SUBJECT:	MUTUAL AID AGRE	EMENT WITH TH	HE CITY OF NORTH CH	IARLESTON POLICE	E DEPARMENT.
REQUEST:	Approve attached agreement. The mutual aid agreement statute was amended in June, 2016.				
	New agreements ha	ave been drafte	d to ensure compliance	e with the amendec	i statute.
	The new agreemen	ts are replacing	the old agreements.		
COMMITTE	COMMITTEE OF COUNCIL: DATE:				
COORDINA	TION: This reques	st has been coo	rdinated with: (attach	all recommendation	ns/reviews)
Yes N/A Signature of Individual Contacted Attachment Corporate Counsel X					
Balance in A	Account	Amo	ount needed for this it	em	
NEED: Identify any critical time constraint(s).					
CFO's Signature: FISCAL IMPACT:					
Mayor's Sig	nature: John J	LA J. I. Tecklenburg,	Mayor S		

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF SOUTH CAROLINA) LAW ENFORCEMENT) MUTUAL AID AGREEMENT COUNTY OF CHARLESTON) CITY OF NORTH CHARLESTON/CITY OF CHARLESTON

This agreement, made this 27th day of October, 2016, between the City of North Charleston (hereinafter "North Charleston"), through the North Charleston Police Department (hereinafter "NCPD") and City of Charleston (hereinafter "Charleston"), through City of Charleston Police Department (hereinafter "Charleston PD") provides as follows:

SECTION 1: PURPOSE OF THE AGREEMENT AND SERVICES TO BE PROVIDED

Whereas, it is the mutual advantage and benefit of North Charleston and Charleston that each agency to render mutual aid law enforcement services as may be needed from time to time. It is further recognized that there may be situations where additional law enforcement officers and services are needed. These services may include, but are not limited to, patrol services, crowd control, traffic control, and other emergency service situations. The use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the jurisdiction where the law enforcement officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public.

SECTION 2: AUTHORITY

Any county, incorporated municipality or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions and in accordance with 23-1-210 and 23-20-10 et seq. of the Code of Laws of South Carolina, 1976 as amended.

SECTION 3: POWER OF AUTHORITY OVER PERSONNEL, EQUIPMENT, AND FACILITIES

North Charleston authorizes the Police Chief of the NCPD or his designee to render and request mutual law enforcement aid from Charleston to the extent of available personnel, equipment, and facilities not required for adequate protection for the remainder of Charleston. The Sherriff or commanding officer of Charleston PD shall determine the amount of personnel, equipment, and the facilities available to render mutual law enforcement aid to NCPD. His/Her decision shall be final.

Charleston authorizes the Sheriff or his designee to render and request mutual law enforcement aid from NCPD to the extent of available personnel, equipment and facilities not required for adequate protection for the remainder of Charleston. The Police Chief or commanding officer of the NCPD shall determine the amount of personnel, equipment, and the facilities available to render mutual law enforcement aid to Charleston. His/Her decision shall be final.

Law Enforcement officers acting under this agreement shall be commanded by superior authority within their own agency to maintain the peace and/or perform duties outside of their territorial limits. These law enforcement officers shall be under direction and authority of one person from their own to which they are called to perform law enforcement and/or peace duties. They shall have the power and authority of law enforcement officers and peace officers as provided by law, including the power to arrest. All arrests and any enforcement actions and prosecutions shall remain within jurisdiction where such action would be properly brought in the absence of this agreement.

SECTION 4: FINANCIAL AGREEMENT

Cooperative law enforcement service shall be rendered without charge to reciprocal participating agencies for routine law enforcement activities.

In the event of any extraordinary cost incurred in the rendering of aid under this agreement, a request may be submitted in writing for compensation by the agency rendering aid.

SECTION 5: LIABILITY

Participating agencies shall not be liable or obligated to indemnify any other person or entity for any of its equipment damaged or destroyed, and the individual officer or his/her estate shall not be indemnified for any material damage to his/her property, injury to his/her person or on account of his/her death resulting from the performance under this agreement.

The party receiving aid under this agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a party giving aid under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both parties shall be responsible for payment of compensation and benefits only to their respective employees.

All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this agreement for any cause whatsoever.

To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing aid or law enforcement services under this agreement.

SECTION 6: RECORDS

Each agency shall maintain records concerning the performance of services provided by the agency and make available as required by law pursuant to the Freedom of Information Act for public safety functions performed or arising under this agreement.

SECTION 7: DURATION. MODIFICATION, AND TERMINATION

This agreement shall be in effect and legally binding when signed by each government entity and will renew automatically one year from the date this document is executed and annually each year thereafter unless fourteen (14) days written notice of intent to terminate is provided by one of the parties.

Any and all modification to this agreement must be in writing and approved by the appropriate governing bodies.

Print Name **Tharon**

Witness Signature Print Name

Witness Algnature Print Name 11. / Nau 2

Print Name ANDRA BROWN

City of Charleston Police Department

Print Name

City of Charleston

Print Name

Chief Eddie Drigoes

North Charleston Police Department

Mayor R. Keith Summey

City of North Charleston

13.

COMMITTEE / COUNCIL AGENDA

TO:	John J. Tecklo	enburg, Mayor		
FROM:	Steve Rueme	lin	DEPT.	CPD
SUBJECT:	AMENDMENT TO AND CPD.	O AGREEMENT BE	TWEEN CHARLESTOI	N HOUSING AUTHORITY
REQUEST:	APPROVE AN EXTENSION TO THE AGREEMENT WHICH PROVIDES			
	CHARLESTON	HOUSING AUTH	ORITY COMPENS	ATE THE CITY FOR CPD
	PROVIDING P	OLICE SERVICE	S TO CHA PROPE	RTIES.
COMMITTEE	E OF COUNCIL:		DATE:	
COORDINA	TION: This reque	st has been coordin	ated with: (attach all re	ecommendations/reviews)
Corporate Chief of Po	Counsel	Yes N/A <u>s</u> X	ignature of Individual	Contacted Attachment
FUNDING:	Was funding pr	eviously approved	? Yes No	N/A
If yes, provid	de the following:	Dept./Div:	Ac	count #::
Balance in A	Account	Amount	needed for this item	
<u>NEED:</u> Ide	entify any critical ti	me constraint(s).		
CFO's Signa		lmy whan	m	
Mayor's Sig	nature:	ALA D	ohn J. Tecklenburg,	Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF	SOUTH CAROLINA)
COUNTY	OF CHARLESTON)

THIRD AMENDMENT TO AGREEMENT BETWEEN CHARLESTON HOUSING AUTHORITY AND CITY OF CHARLESTON

THIS AGREEMENT is made this 30th day of December 2016, by and between Charleston Housing Authority and the City of Charleston (hereafter "the City").

WITNESSETH

WHEREAS, Charleston Housing Authority and the City entered into an Agreement effective January 4, 2014, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, Charleston Housing Authority and the City desire to amend the Agreement to extend the term.

NOW THEREFORE, the parties agree as follows:

1 'Section III of the Agreement, "TERMS AND CONDITIONS," is hereby amended by replacing Subsection A with the following:

"A. Effective Dates.

The term of this Agreement will be extended from January 4, 2017 to January 4, 2018. The parties have agreed to the term of January 4, 2017 to January 4, 2018 as an additional extension to the final extension period initially ending on January 4, 2017 allowed under the original agreement dated January 4, 2013.

2. All other terms and conditions of this Agreement shall remain in full force and effect.

THIS AGREEMENT, by reference to the above stated Agreement, Exhibit A, shall when fully executed form a part thereof; and,

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

FOR THE CITY OF CHARLESTON	CHARLESTON HOUSING AUTHORITY	
BY: Mayor John J. Tecklenburg	BY: Donald J. Cameron	
TITLE: Mayor	TITLE: President and CEO	
DATE:	DATE:	

EXHIBIT A

Insert copy of Executed Agreement

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

MEMORANDUM OF AGREEMENT between
The Housing Authority of the City of Charleston and

The City of Charleston

The Housing Authority of the City of Charleston, (hereafter referred to as CHA) and the City of Charleston on behalf of the City of Charleston Police Department (hereafter referred to as CPD) hereby enter into this Memorandum Agreement (hereafter referred to as MOA) for the purpose of facilitating law enforcement and lease enforcement services related to law enforcement to the citizens of the city of Charleston residing in communities owned, assisted, and managed by CHA.

I. PURPOSE:

Whereas, the CHA is charged with providing a wide range of affordable housing programs and services and the CPD provides law enforcement services to the citizens of Charleston; and,

Whereas, the parties agree that each plays a vital role in the well-being, stability and productivity of the low to moderate income families residing at CHA properties and locations within the jurisdiction; and,

Whereas, the CPD shall provide Housing Authority Unit Officers (hereafter referred to as HAO) to CHA in order to promote and increase the safety and well-being of the citizens of the City of Charleston and to supplement the already existing CPD personnel which will remain in place; and,

Whereas, the CPD is the primary law enforcement protection agency authorized and assigned to the areas where CHA properties and clients are located; and,

Whereas, the CHA and CPD have had a successful partnership and crime prevention program for over twenty nine years.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for consideration of the foregoing premises the mutual covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

II. SCOPE OF SERVICES/RESPONSIBILITES OF THE PARTIES:

- A. Responsibilities of CPD. Under the terms of this MOA, the CPD under the direction of the Chief of Police shall be responsible for and shall assign five (5) regularly employed police officers to the following CHA areas and duties:
 - 1. The CPD shall assign HAOs to the following patrol teams and will offer coverage to those AMPs located within the geographic district of the teams:
 - A. Team One: (2) Housing Authority Officers (AMP 20).
 - B. Team Two: (1) Housing Authority Officer (AMP 30)
 - C. Team Four: (1) Housing Authority Officer (AMP 40).
 - 2. The CPD shall assign to the CHA one (1) Housing Authority Officer in a Supervisory capacity (Corporal or MPO).
 - 3. The CPD shall provide a weekly report of calls for service and criminal incidents at CHA locations and Housing Choice Voucher Program (HCV) Client locations to the CHA Director of Community Security. This will be managed by and provided to the Director by the assigned HOA supervisor (Corporal or MPO). The CPD shall provide a monthly report of narcotics related investigations involving CHA locations and HCV client locations to the Director of Community Security.
 - 4. The CPD will be responsible for all equipment for assigned officers.
- B. Responsibilities of CHA. Under the terms of this MOA, the CHA shall be responsible for and shall provide the HAO Unit with the following materials and facilities, which are deemed necessary to the performance of the HAO's duties.
 - The CHA shall provide access to an air-conditioned and properly lighted office. This office shall contain a telephone along with computers, which will be used, for general business purposes.
 - The CHA shall provide a location for files and records, which can be properly stored and secured within the office.
 - 3. The CHA shall provide a desk with drawers, office chairs, worktable; and filing cabinet.

II. SCOPE OF SERVICES/RESPONSIBILITES OF THE PARTIES:

- A. Responsibilities of CPD. Under the terms of this MOA, the CPD under the direction of the Chief of Police shall be responsible for and shall assign five (5) regularly employed police officers to the following CHA areas and dutics:
 - 1. The CPD shall assign HAOs to the following patrol teams and will offer coverage to those AMPs located within the geographic district of the teams:
 - A. Team One: (2) Housing Authority Officers (AMP 20).
 - B. Team Two: (1) Housing Authority Officer (AMP 30)
 - C. Team Four: (1) Housing Authority Officer (AMP 40).
 - 2. The CPD shall assign to the CHA one (1) Housing Authority Officer in a Supervisory capacity (Corporal or MPO).
 - 3. The CPD shall provide a weekly report of calls for service and criminal incidents at CHA locations and Housing Choice Voucher Program (HCV) Client locations to the CHA Director of Community Security. This will be managed by and provided to the Director by the assigned HOA supervisor (Corporal or MPO). The CPD shall provide a monthly report of narcotics related investigations involving CHA locations and HCV client locations to the Director of Community Security.
 - 4. The CPD will be responsible for all equipment for assigned officers.
- B. Responsibilities of CHA. Under the terms of this MOA, the CHA shall be responsible for and shall provide the HAO Unit with the following materials and facilities, which are deemed necessary to the performance of the HAO's duties.
 - 1. The CHA shall provide access to an air-conditioned and properly lighted office. This office shall contain a telephone along with computers, which will be used, for general business purposes.
 - 2. The CHA shall provide a location for files and records, which can be properly stored and secured within the office.
 - 3. The CHA shall provide a desk with drawers, office chairs, worktable, and filing cabinet.

- C. Responsibilities of the CPD and CHA. Under the terms of this MOA, the CPD and the CHA will be mutually responsible for ensuring the following tasks are performed by and or assigned to the Housing Authority Officers.
 - 1. Regular Duty Hours of HAOs. The HAO supervising officer will work a shift of 9a.m.-5pm and two (2) HAO uniformed officers will be assigned to work 11p.m.-7p.m., Monday through Friday, and cover the HA properties located in Team 1-4. Two (2) HOA uniformed officers will work Tuesday through Saturday, 4p.m. to 12a.m. and cover HA properties located in Team 1-4. These work hours and work days can be adjusted to meet the mission requirements of the CHA and CPD with the prior agreement of the CPD Deputy Chief of Operations and the Director of Community Security.

Officers assigned to the HA Unit will maintain the day and evening rotations within their designated teams except in cases where violent offenses or quality of life issues escalate and require a more directed enforcement approach to ensure the health, safety and welfare of those residing in Housing Authority communities. An HAO may be called upon to leave the assigned area when he or she is needed in another Team Area for a call for service to handle a criminal incident.

2. Should an officer require more than five (5) consecutive days absence (i.e. special event, non-CHA school), and the absence drops the overall number of HOAs below two (2) it will be the responsibility of the CPD on the fifth (5) day of the absence to replace the officer until he/she returns. Hours assigned will conform to the schedule outlined in Section C1. Scheduling of officers which deviate from that described in Section C1 will be jointly made between the CPD and CHA with input of AMP Manager, Director of Community Security and HA Supervisor at all times, with the exception of emergencies as outlined. All reassignments will be restricted to HA properties unless emergencies arise and approval is received from the HA Director of Community Security or the CEO of the Housing Authority. Should adjustments be required, the Housing Unit supervisor will coordinate with the appropriate Division Commander and the Director of Community Security to facilitate the modification.

Should adjustments be required, the Housing Unit supervisor will make notification to the HA Director of Community Security and communicate the reason for the adjustment. Any schedule adjustment that is expected to extend beyond fourteen (14) days must be reviewed by the Deputy Chief of Operations and the HA Director of Community Security. If, after the review, there is agreement that the adjustment is still necessary, subsequent reviews will occur at seven (7) day intervals. If, after the review, there is not an agreement on the need to continue the adjustments, the Chief of Police and CHA President and Chief Executive officer will meet and discuss the issue(s) and make a final determination.

- 3. Continuing Education and Training of HAOs. The HAO assigned to the CHA will be permitted to travel as a part of their continuing education in relation to their assignments and profession at the request of the CHA President & CEO and with the consent of the Chief of Police or his designee.
- 4. Emergency or Unusual Circumstance Protocol. In cases of emergency or unusual circumstance, at the discretion of the Chief of Police, HAOs may be reassigned to conduct non-CHA functions. Prior proper notification should be provided to the Director of Community Security within 24 hours of the reassignment to insure proper duty coverage is not compromised. A record shall be kept of the dates of such temporary assignments and circumstances warranting it.
- 5. Duties and Instructional responsibilities of HAOs at AMPS are as follows.
 - a. The HAO shall act as an instructor for specialized short and long term programs at all AMPS when approved to do so by the HA Supervisor and Director of Community Security.
 - b. The HAO shall act in the capacity of law enforcement officer as outlined in CPD rules and regulations and assist by request at CHA resident conferences, home visits, related meetings, background investigations, and any other appropriate setting which are in accordance with CPD and CHA regulations.
 - c. The HAOs shall coordinate all of his/her activities and programs with the AMP Manager and staff members concerned and will seek input, advice, cooperation, and guidance to insure maximum success.
 - d. The HAO shall develop expertise in presenting various law related subjects to staff members, customers, and residents. The HAO will submit a detailed report outlining security recommendations after each related meeting within five business days of the event. This information will be reviewed by the DCS and HA Supervisor for further action.
 - e. The HAO shall encourage and aggressively pursue individual and small group discussions, with staff, residents, and customers to further establish rapport with the citizenry.
 - f. When requested by the AMP Manager or his/her designee, the HAO shall attend necessary meetings to give input and develop Intel on solving social problems affecting the CHA communities.
 - g. The HAO shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The HAO shall make referrals to such agencies when necessary thereby acting as a resource person to residents, customers, and staff.

- h. The HAO shall assist CHA and CPD in developing plans and strategies to prevent or minimize dangerous situations, which may result in physical harm to a citizen or damage to CHA property.
- i. The HAO shall take law enforcement actions as required against criminal offenders to the extent that the HAO may do so under the authority of the law. The utmost of care and discretion should be utilized in cases where staff members or citizenry may be in danger. In such events, the Supervisor and DCS should be made aware of the pending circumstances in as much advance as possible.
- j. The HAO shall give assistance to other police officers and agencies in matters regarding his/her assignment whenever necessary. Proper protocol and rules regarding release of CHA records and resident data should be followed consistently and daily. The HAO shall, whenever possible, participate in special event functions as they relate to the duties of the HAO.
- k. The Supervisor will maintain detailed and accurate records of the HA Unit Members activities and forward details of this data on a monthly basis and shall forward same to the AMP Managers and the DCS.
- 6. Evaluations of Performance. The HAOs will be evaluated annually according to standard performance assessment systems of CPD and CHA.

III. TERMS AND CONDITIONS:

A. Effective Dates.

1. This MOA shall be effective on January 4, 2014, or when all parties have signed, whichever is later, and will terminate on January 4, 2015. This Agreement can be extended for two one (1) year periods with the agreement of both parties.

B. Compensation and Benefits for Housing Authority Officers.

The HAO positions will be compensated in the following manner.

- 1. The CHA shall provide supplemental funding for two (2) uniformed officers assigned to the HA Unit in lieu of taxes at the rate of \$13,000 per officer per year.
- 2. The CHA shall fund one (1) supervising officer (Corporal or MPO) at the rate of \$63,398.00 per officer per year.

- 3. The CHA shall fund two (2) uniformed officers at the rate of \$54,942 per officer per year.
- CHA guarantees that funding will be designated to compensate the officers during the term of this Agreement.

C. Termination.

For Default: If either party fails to comply with the terms of the Agreement, the terminating party shall notify the other party in writing with the specifics regarding such noncompliance. If the noncompliant party fails to cure the noncompliance within fifteen (15) days of the notice, the terminating party shall reserve the right to terminate this Agreement in part or its entirety by written notice to the noncompliant party within thirty (30) days thereafter. The noncompliant party shall not be entitled to any costs or damages resulting from termination under this section.

D. Amendment.

Any changes to this Agreement, which are mutually agreed upon between the CHA and the CPD, shall be incorporated in written amendment to this MOA and will not become effective until the Amendment is signed by all parties.

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

E. Liability.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA. Both Parties agree to maintain coverage to the limits of liability as set forth in the South Carolina Tort Claims Act (S.C. Code Ann. § 15-78-40 et seq., as amended).

F. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this MOA on the grounds of race, handicap, color, sex, religion, age, health status or national origin.

J. Force Majuere

If the performance of this Agreement is subject to any circumstances making it illegal or impossible to perform, including Acts of God, war, government regulations; disaster, strikes, civil disorder or curtailment of transportation facilities, this Agreement is automatically terminated.

K. Legal Status

This Agreement does not constitute or give rise to a legal partnership or joint venture between the CHA and the CPD. Each party shall operate under the terms of the Agreement as an independent entity and not as a legal agent or legal representative of the other and shall not make any representation to the public that it is such a legal representative of the other. Neither the CHA nor the CPD may create any obligations or responsibilities, express or implied, on behalf of or in the name of the other.

L. Waiver of Contractual Rights

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

M. Good Faith

The CHA, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the CHA President & Chief Executive Officer, and Chief of Police or their designces. The terms of this agreement are subject to change at the end of each fiscal year but no later than July 31st of the year. Any recommended changes or modifications to the agreement shall be submitted in writing.

N. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed and delivered by the duly authorized officers of the parties hereto.

AS TO THE HOUSING AUTHORITY:	
BY:	Date: 10-29-13
Title: RESIDENT PLAN	
Sharon O. Alsoley	p/29/13
Witness:	Date:
AS TO THE CITY OF CHARLESTON:	
BY: Arn. Just mejorier fler Title: MAYOR	Date: 12/4/13
Jenniga B. Cook Witness:	
AS TO THE CITY OF CHARLESTON POLICE DEPA	RTMENT:
BA: of gentler	11/21/13
Title: Chief of Police	Date:
Thomas Bergin	11/21/18
Witness:	Date:
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